Original Application

TriStar Southern Hills Medical Center

Antioch (Davidson Co.)

CN1803-017

DSG Development Support Group

March 15, 2018

Melanie Hill, Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: CON Application Submittal
TriStar Southern Hills Medical Center Satellite Emergency Department
Antioch, Davidson County

Dear Mrs. Hill:

This letter transmits an original and two copies of the subject application. The affidavit and filing fee are enclosed.

I am the contact person for this project. Jerry Taylor is legal counsel. Please advise me of any additional information you may need. We look forward to working with the Agency on this project.

Respectfully,

John Wellborn
Consultant

4219 Hillsboro Road, Suite 203
Nashville, TN 37215

jwdsg@comcast.net

Tel 615.665.2022
Fax 615.665.2042

TRISTAR SOUTHERN HILLS MEDICAL CENTER

CERTIFICATE OF NEED APPLICATION TO ESTABLISH A SATELLITE EMERGENCY DEPARTMENT IN ANTIOCH (SOUTHEAST DAVIDSON COUNTY, TENNESSEE)

Submitted March 2018

CERTIFICATE OF NEED APPLICATION

SECTION A: APPLICANT PROFILE

1. Name of Facility, Agency, or Institution

TriStar Southern Hills Emergency Department at Antioch		
Name		
Unaddressed site west of I-24 Exit 60, on the east side of Cane Ridge Parkway at its intersection with Century Farms Parkway		Davidson
Street or Route		*County*
Antioch	TN	37013
City	*State*	*Zip Code*
c/o tristarsouthernhills.com		
Website Address		

2. Contact Person Available for Responses to Questions

John Wellborn		Consultant	
Name		*Title*	
Development Support Group		jwdsg@comcast.net	
Company Name		*E-Mail Address*	
4219 Hillsboro Road, Suite 210	Nashville	TN	37215
Street or Route	*City*	*State*	*Zip Code*
CON Consultant	615-665-2022	615-665-2042	
Association With Owner	*Phone Number*	*Fax Number*	

NOTE: **Section A** is intended to give the applicant an opportunity to describe the project. **Section B** addresses how the project relates to the criteria for a Certificate of Need by addressing: Need, Economic Feasibility, Contribution to the Orderly Development of Health Care, and Quality Measures. Please answer all questions on 8.5" X 11" white paper, clearly typed and spaced, single-sided, in order and sequentially numbered. In answering, please type the question and the response. All questions must be answered. If an item does not apply, please indicate "N/A" (not applicable). Attach appropriate documentation as an Appendix at the end of the application and reference the applicable Item Number on the attachment, i.e., Attachment A.1, A.2, etc. The last page of the application should be a completed and signed notarized affidavit.

3. SECTION A: EXECUTIVE SUMMARY

A. Overview

Please provide an overview not to exceed three pages in total, explaining each numbered point.

(1) Description (Address the establishment of a health care institution, initiation of health services, bed complement changes, and/or how this project relates to any other outstanding but unimplemented certificates of need held by the applicant.)

The project is the establishment of a freestanding emergency department ("FSED") to be operated under the license of TriStar Southern Hills Medical Center ("TriStar Southern Hills") as a satellite location of its Emergency Department ("ED"). The FSED site is at Exit 60 on the west side of Interstate 24, in the densely populated and rapidly growing area of Antioch, the neighborhood in southeast Davidson County assigned to zip code 37013. TriStar Southern Hills is the closest hospital to Antioch and is the largest provider of emergency care to residents of Antioch. The FSED will be located approximately 7.3 miles southeast of TriStar Southern Hills.

TriStar Southern Hills is proposing to build a FSED at this location in Antioch (the "Antioch FSED") to address the following:

a) **Capacity Constraints**: TriStar Southern Hills ED is over capacity, seeing an average of 2,178 visits per bed per year, which is higher than ACEP recommendations for a mid-high utilized ED of 1,250 – 1,613 visits/bed.
b) **Access Points**: No acute care facilities or EDs are located in Antioch.
c) **Population Growth**: Antioch is experiencing rapid growth (14.04% growth between 2011 and 2016 according to the U.S. Census Bureau).

The Antioch FSED will have 11 treatment beds including a trauma room. It will have isolation and behavioral health/holding capabilities. It will occupy 10,860 SF of floor space constructed by the applicant on a leased 1.83-acre site, and will have canopies comprising an additional 1,934 SF. Ancillary services will include CT, X-ray, Ultrasound, and appropriate Laboratory services. As a satellite facility operated under the hospital's license, the Antioch FSED will be staffed by the same Emergency Physician group that covers the main campus ED at TriStar Southern Hills. As a part of the TriStar Southern Hills ED, the Antioch FSED will provide appropriate emergency care 24 hours daily through physicians and staff with the same clinical competencies as at the main campus ED. Its treatment rooms will be equipped, and its staff will be trained, to care for both adult and pediatric patients.

(2) Ownership Structure

The project will be a satellite of the TriStar Southern Hills ED, which is owned by HCA Health Services of Tennessee, Inc., whose ultimate parent company is HCA Healthcare, Inc. ("HCA"). Attachment A.4 contains more details, an organization chart, and information on the Tennessee facilities affiliated with the applicant's parent organization.

The applicant hospital belongs to HCA's TriStar Health network ("TriStar"), an integrated acute care system with 8 tertiary and community hospitals in Middle Tennessee. TriStar and its parent company, HCA, have deep expertise in the development and operation of FSEDs, with 71 FSEDs

in operation and 32 more approved for development, nationally. One of these was Tennessee's first approved FSED--the TriStar Centennial satellite ED in Spring Hill, in Maury County. In Middle Tennessee, TriStar has received approval for four hospital-affiliated FSEDs. This includes three facilities currently in operation (in Dickson, Portland, and Spring Hill) and one in progress (in Mount Juliet).

TriStar's five Davidson and Rutherford County hospitals have a major role in providing emergency care. TriStar Skyline Medical Center is a designated Trauma Center (one of only two in Nashville). In CY2016, HCA-affiliated hospitals treated 44.4% of all emergency visits that were treated in Davidson, Rutherford, and Williamson County emergency departments. That was comparable to the percentage of emergency visits treated in the Vanderbilt (18.3%) and Saint Thomas (25.7%) systems combined.

(3) Service area

The primary service area of the project is Antioch zip code 37013, which encompasses a large population rapidly approaching 100,000 people and covers 40.2 square miles in southeast Davidson County. The Antioch zip code will be the FSED's primary service area for several reasons:

(a) TriStar Southern Hills ED—of which this facility will be an extension—is the emergency facility of choice for Antioch area residents. Over 35% of Antioch residents who went to an ED in CY2016 went to TriStar Southern Hills, which is by far the largest percentage of patient visits in the area for any one emergency department. That was 80% higher than any other provider's ED share. This FSED project will improve patient accessibility to emergency care by extending the hospital's ED resources from the main campus 7.3 miles away, into the heart of Antioch. TriStar Southern Hills is highly respected within the Antioch community. One community member, Pastor Randy Cordell, describes his support for this project and addition of a trusted emergency care provider, "Our church members and this community deserve access to high-quality emergency care provided by a trusted hospital. When emergency care is needed, it will be comforting to know that an emergency department will be easy to access with less drive time." This will be an important benefit to area residents, almost 14,000 of whom sought emergency care from TriStar Southern Hills last year.

(b) TriStar Southern Hills has an existing presence in this community. HCA affiliates have established primary care physician practice offices and urgent care facilities in the service area to better meet community need for primary medical care. TriStar Southern Hills is well-known to local leaders including Jacobia Dowell, Councilwoman – District 32, who strongly supports this project by adding "Antioch is growing quickly, and this community needs convenient access to 24/7 emergency care. The freestanding emergency department would provide the same level of care that patients have trusted for years at TriStar Southern Hills – only closer to their homes". A public opinion survey of Antioch residents confirms that the proposed new facility would be well-received by the residents and that TriStar Southern Hills is recognized as a major provider of health care to the area.

(c) In 2018, the Antioch zip code's population is estimated to have roughly 100,000 residents which is more than 75 of Tennessee's 95 counties. According to an article written in June 2017 by The Tennessean, "The area (Antioch) grew from 35,711 residents

in1990 to 90,073 in 2015, and its growth rate from 2010 to 2015 exceeded Nashville as a whole, according to Census figures." These figures illustrate that the Antioch zip code outpaces the overall growth of Nashville by nearly tripling in size over the past 25 years.

It sends almost 40,000 visits annually to EDs that are outside of this zip code, via roadways that are often very congested with traffic. The Antioch area needs to improve its accessibility to emergency care, and its robust and growing population will ensure that the FSED's treatment capacity will be primarily used by Antioch area residents.

(d) The Agency has previously recognized that Antioch is an area well-suited for a TriStar Southern Hills FSED. The Final Order in CN1412-050D, as adopted by the Agency, concluded that the Antioch area would be an excellent location for an FSED:

> "**Antioch is currently underserved from a healthcare perspective as medical services have not followed the population growth in the area. Antioch residents are currently forced to travel for their healthcare, with 41% of Antioch residents going to Southern Hills for their emergency room needs.**" Final Order at p. 35, ¶ 99 (emphasis added).

(4) Existing similar service providers

The Antioch zip code contains no acute healthcare facility. In accordance with Agency rules and interests, this application provides data for existing EDs in Davidson, Rutherford, and Williamson Counties that Antioch area residents currently use. There are 12 hospital EDs in Davidson, Williamson, and Rutherford Counties that served between 1.5% and 35.3% of the approximately 40,000 Antioch emergency visits in CY2016. TriStar Southern Hills' share of Antioch residents' visits was by far the largest (35.3%). It was 80% higher than the next highest ED's market share.

(5) Project cost

The project cost for CON purposes is estimated at $13,883,982. The estimated actual capital cost of the project is approximately $10,805,000, which represents the development cost of the FSED on leased land, and costs associated with the CON review process. The balance of the project cost consists of total site lease payments over the term of the lease.

(6) Funding

HCA Healthcare, Inc. ("HCA"), the parent of the applicant, will ensure the availability of all required capital for the project.

(7) Financial feasibility, including when the proposal will realize a positive financial margin; and

The project will be financially feasible. The Antioch FSED by itself—and also the TriStar Southern Hills ED and the Antioch FSED combined—will have positive operating margins from Year One onward, and will have positive cash flows from Year One onward.

(8) Staffing

The FSED facility will require approximately 32.5 FTEs, consisting of RN's, EMT/Paramedics, radiology/ and lab techs, and nonclinical support staff.

Rationale for Approval

A certificate of need can only be granted when a project is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of adequate and effective health care in the service area. This section should provide rationale for each criterion using the data and information points provided in Section B of this application. Please summarize, in one page or less, each of the criteria.

(1) Need

TriStar Southern Hills seeks approval for the development of a FSED in Antioch. This area encompasses a large and growing population of approximately 100,000 people and 40.2 square miles spanning Interstate 24 in southeast Davidson County.

TriStar Southern Hills is far exceeding the American College of Emergency Physicians (ACEP) benchmark ED capacity levels by treating 2,178 (CY 2016) patients per bed per year in its 23 ED beds. These utilization rates are roughly 52% higher than the recommended ACEP average level of 1,432 visits per bed per year for mid-high range EDs. After the development of the FSED, the bed utilization rate for TriStar Southern Hills will be reduced to 1,975 visits per bed. Building a FSED in a community in which TriStar Southern Hills currently has 35.3% market share allows for the decompression of one of the highest utilized EDs in Nashville.

An ED expansion on-site would disrupt existing hospital operations and would not result in an efficient design due to various site limitations. Significant renovation of existing space would be cost-prohibitive, disrupt the provision of quality care to existing Southern Hills patients, and would not result in substantial improvement of access to care for existing patients from Antioch. The existing location of the Emergency Department abuts the property line of the campus and is adjacent to critical access roads limiting growth options. Within the facility, the ED is bounded by Imaging and Surgery, limiting alternatives for internal renovation to expand the ED. On site expansion would not address the inadequate access to services existing in the Antioch area today.

Access point development is another important topic when considering where to provide further care sites within TriStar Southern Hills' existing service area. According to a current resident of the Antioch zip code, Robert Carver, "I live by the lake and a trip to any Emergency Department can take up to 20-40 minutes travel time. In the case of emergency healthcare needs, it would be nice to have an Emergency Department within minutes of my home." Residents of Antioch currently do not have access to an acute care facility or emergency department within their community, resulting in residents having to drive significant distances in often heavy and unpredictable traffic to receive emergency care. TriStar Southern Hills will offer the same level of care that patients receive at the main campus to residents in a much closer and more convenient manner within their existing community. TriStar Southern Hills has received 27 letters of support as of the time of filing from elected officials, emergency responders, Board members, physicians, business leaders, educational institutions, churches, and Antioch patients.

The Antioch community is expected to grow by 14% in the next 5 years. Last year, almost 40,000 ED patients from Antioch were seen at local hospitals throughout Middle Tennessee. These residents traveled by car and by ambulance through highly congested areas on local roads and traffic clogged highways. The Antioch area needs improved accessibility to emergency care, and its robust and growing population will ensure that the Antioch FSED's treatment capacity will be primarily used by Antioch area residents. TriStar Southern Hills currently provides 35.3% of emergency care for Antioch residents which is the largest market share for this zip code.

(2) Economic Feasibility

The project will be financially feasible. The Antioch FSED by itself—and also the TriStar Southern Hills ED and the Antioch FSED combined—will have positive operating margins from Year One onward, and will have positive cash flows from Year One onward. These projections are quantified in the Projected Data Charts submitted in other sections of this application.

(3) Appropriate Quality Standards

The Antioch FSED will be operated under the same quality standards as the existing TriStar Southern Hills ED at the main campus. By leveraging the experience and technical expertise of TriStar Southern Hills, the Antioch FSED will provide high quality care that is accessible for all patients in south Nashville and Antioch.

TriStar Southern Hills is an accredited hospital by the Joint Commission. In addition, TriStar Southern Hills is recognized as a Primary Stroke Center by the Joint Commission, a designated Chest Pain Center with Primary PCI Accreditation from the Society of Cardiovascular Patient care, and has received an "A" Rating from the Leapfrog Group which measures hospital safety and indicates excellence in patient safety.

TriStar Southern Hills is the only one of the 12 area hospital EDs that has achieved wait times below state and national averages for all five of the Medicare metrics. This is despite having the highest number of visits per treatment room in the three-county area.

4) Orderly Development of Adequate and Effective Health Care

The Antioch FSED will treat all patients presenting to it regardless of race, ethnicity, or socio-economic status. The FSED will accept all government payors, including Medicare and TennCare, and will treat all patients regardless of their ability to pay. The project will be instituted timely and cost-effectively to provide access to care for the Antioch community. Due to the high proportion of anticipated patient volume coming from existing TriStar hospitals, and the fact that the TriStar Southern Hills ED is already the primary source of emergency services to patients in the service area, minimal impact to other hospitals in the region is expected.

C. <u>Consent Calendar Justification</u>

If consent calendar is requested, please provide the rationale for an expedited review. A request for Consent Calendar must be in the form of a written communication to the Agency's Executive Director at the time the application is filed.

The applicant is not requesting Consent Calendar scheduling.

SECTION A (CONTINUED): PROJECT DETAILS

4.A. Owner of the Facility, Agency, or Institution

HCA Health Services of Tennessee, Inc.	615-781-4150
Name	*Phone Number*

c/o TriStar Southern Hills Medical Center, 391 Wallace Road	Davidson
Street or Route	*County*

Nashville	TN	37211
City	*State*	*Zip Code*

B. Type of Ownership or Control (Check One)

A. Sole Proprietorship		F. Government (State of TN or Political Subdivision)	
B. Partnership		G. Joint Venture	
C. Limited Partnership		H. Limited Liability Company	
D. Corporation (For-Profit)	X	I. Other (Specify):	
E. Corporation (Not-for-Profit)			

Attach a copy of the partnership agreement, or corporate charter and certificate of corporate existence. Please provide documentation of the active status of the entity from the TN Secretary of State's website hpps://tnbear.tn.gov/Ecommerce/FilingSearch.aspx.

See Attachment Section A-4A.

Describe the existing or proposed ownership structure of the applicant, including an ownership structure organizational chart. Explain the corporate structure and the manner in which all entities of the ownership structure relate to the applicant. As applicable, identify the members of the ownership entity and each member's percentage of ownership, for those members with 5% ownership (direct or indirect) interest.

The applicant hospital is owned by HCA Health Services of Tennessee, Inc., which in turn is wholly owned by HCA Healthcare, Inc. through several wholly owned subsidiary corporations. An organization chart is included in Attachment Section A-4A.

5A. Name of Management/Operating Entity (If Applicable) **NA**

Name

Street or Route *County*

City *State* *Zip Code*

Website Address

For new facilities or existing facilities without a current management agreement, attach a copy of a draft management agreement that at least includes the anticipated scope of management services to be provided, the anticipated term of the agreement, and the anticipated management fee payment methodology and schedule. For facilities with existing management agreements, attach a copy of the fully executed final contract.

Not applicable.

6A. Legal Interest in the Site of the Institution (Check One)

A. Ownership (Building)	X	D. Option to Lease	
B. Option to Purchase		E. Other (Specify):	
C. Lease of 20Years (Land)	X		

Check appropriate line above: For applicants or applicant's parent company/owner that currently own the building/land for the project location, attach a copy of the title/deed. For applicants or applicant's parent company/owner that currently lease the building/land for the project location, attach a copy of the fully executed lease agreement. For projects where the location of the project has not been secured, attach a fully executed document including Option to Purchase Agreement, Option to Lease Agreement, or other appropriate documentation. Option to Purchase Agreements must include anticipated purchase price. Lease/Option to Lease Agreements must include the actual/anticipated term of the agreement and actual/anticipated lease expense. The legal interests described herein must be valid on the date of the Agency's consideration of the certificate of need application.

See Attachment Section A-6A for a copy of the Ground Lease.

6B. Attach a copy of the site's plot plan, floor plan, and if applicable, public transportation route to and from the site, on an 8.5" X 11 sheet of white paper, single-sided. Do not submit blueprints. Simple line drawings should be submitted and need not be drawn to scale.

(1) Plot Plan must include:

- **a. Size of site (in acres);**
- **b. Location of structure on the site;**
- **c. Location of the proposed construction/renovation; and**
- **d. Names of streets, roads, or highways that cross or border the site.**

See Attachment Section A-6B-1.

(2) Attach a floor plan drawing for the facility, which includes legible labeling of patient care rooms (noting private or semi-private), ancillary areas, equipment areas, etc. On an 8.5" X 11" sheet of paper or as many as necessary to illustrate the floor plan.

See Attachment Section A-6B-2.

(3) Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients.

The site is easily accessible by car, ambulance or other ground transportation, being located at Exit 60 off I-24. Please see the response to Need Standard and Criteria 1 A for approximate drive times to the site from various points in Antioch. The MTA Hickory Hollow/Lenox Express bus line has a transfer station at the Global Mall at the Crossings, approximately 2 miles from the site, Very few patients come to an emergency room by public transportation.

6A. Legal Interest in the Site of the Institution (Check One)

A. Ownership (Building)	X	D. Option to Lease	
B. Option to Purchase		E. Other (Specify):	
C. Lease of 20Years (Land)	X		

Check appropriate line above: For applicants or applicant's parent company/owner that currently own the building/land for the project location, attach a copy of the title/deed. For applicants or applicant's parent company/owner that currently lease the building/land for the project location, attach a copy of the fully executed lease agreement. For projects where the location of the project has not been secured, attach a fully executed document including Option to Purchase Agreement, Option to Lease Agreement, or other appropriate documentation. Option to Purchase Agreements must include anticipated purchase price. Lease/Option to Lease Agreements must include the actual/anticipated term of the agreement and actual/anticipated lease expense. The legal interests described herein must be valid on the date of the Agency's consideration of the certificate of need application.

See Attachment Section A-6A for a copy of the Ground Lease.

6B. Attach a copy of the site's plot plan, floor plan, and if applicable, public transportation route to and from the site, on an 8.5" X 11 sheet of white paper, single-sided. Do not submit blueprints. Simple line drawings should be submitted and need not be drawn to scale.

(1) Plot Plan must include:

- **a. Size of site (in acres);**
- **b. Location of structure on the site;**
- **c. Location of the proposed construction/renovation; and**
- **d. Names of streets, roads, or highways that cross or border the site.**

See Attachment Section A-6B-1.

(2) Attach a floor plan drawing for the facility, which includes legible labeling of patient care rooms (noting private or semi-private), ancillary areas, equipment areas, etc. On an 8.5" X 11" sheet of paper or as many as necessary to illustrate the floor plan.

See Attachment Section A-6B-2.

(3) Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients.

The site is easily accessible by car, ambulance or other ground transportation, being located at Exit 60 off I-24. Please see the response to Need Standard and Criteria 1 A for approximate drive times to the site from various points in Antioch. The MTA Hickory Hollow/Lenox Express bus line has a transfer station at the Global Mall at the Crossings, approximately 2 miles from the site, Very few patients come to an emergency room by public transportation.

7. Type of Institution (Check as appropriate—more than 1 may apply)

A. Hospital (Specify):	X	H. Nursing Home	
B. Ambulatory Surgical Treatment Center (ASTC) Multi-Specialty		I. Outpatient Diagnostic Center	
C. ASTC, Single Specialty		J. Rehabilitation Facility	
D. Home Health Agency		K. Residential Hospice	
E. Hospice		L. Non-Residential Substitution-Based Treatment Center for Opiate Addiction	
F. Mental Health Hospital		M. Other (Specify): Satellite ER	X
G. Intellectual Disability Institutional Habilitation Facility ICFF/IID			

8. Purpose of Review (Check as appropriate—more than 1 may apply)

A. New Institution		F. Change in Bed Complement *Please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, Distribution, Conversion, Relocation*	
B. Modifying an ASTC with limitation still required per CON		G. Satellite Emergency Department	X
C. Addition of MRI Unit		H. Change of Location	
D. Pediatric MRI		I. Other (Specify):	
E. Initiation of Health Care Service as defined in TCA Sec 68-11-1607(4) (Specify)			

9. Medicaid/TennCare, Medicare Participation

MCO Contracts (Check all that apply:
__x__Amerigroup __x__United Healthcare Community Plan ___x__BlueCare ___x__TennCare Select
Medicare Provider Number: 0440197
Medicaid Provider Number: 44-0197
Certification Type: General acute care hospital
If a new facility, will certification be sought for Medicare or for Medicaid/TennCare?
Medicare Yes___No___N/A__
Medicaid/TennCare Yes___No___N/A__

10. Bed Complement Data

A. Please indicate current and proposed distribution and certification of facility beds.)

	Beds Currently Licensed	Beds Staffed	Beds Proposed	*Beds Approved	**Beds Exempt	TOTAL Beds at Completion
1. Medical	90					90
2. Surgical						
3. ICU/CCU	20					20
4. Obstetrical						
5. NICU						
6. Pediatric						
7. Adult Psychiatric						
8. Geriatric Psychiatric						
9. Child/Adolescent Psychiatric						
10. Rehabilitation	16					16
11. Adult Chemical Dependency						
12. Child/Adolescent Chemical Dependency						
13. Long-Term Care Hospital						
14. Swing Beds						
15. Nursing Home SNF (Medicare Only)						
16. Nursing Home NF (Medicaid Only)						
17. Nursing Home SNF/NF (dually certified MCare/Maid)						
18. Nursing Home-Licensed (Noncertified)						
19. ICF/IID						
20. Residential Hospice						
TOTAL	**126**		**0**	**0**	**0**	**126**

** Beds approved but not yet in service* *** Beds exempted under 10%/3 yrs provision*

B. Describe the reasons for change in bed allocations and describe the impact the bed changes will have on the applicant facility's existing services.

Not applicable. There are no bed changes proposed in this application.

C. Please identify all the applicant's outstanding Certificate of Need projects that have a licensed bed change component. If applicable, complete the chart below.

CON Number	CON Expiration Date	Total Licensed Beds Approved
CN 1412-050	6-24-19	NA; CON is for an ASTC

11. Home Health Care Organizations – Home Health Agency, Hospice Agency (excluding Residential Hospice), identify the following by checking all that apply:

Not applicable.

Not applicable.

	Existing Licensed County	Parent Office County	Proposed Licensed County		Existing Licensed County	Parent Office County	Proposed Licensed County
Anderson	☐	☐	☐	Lauderdale	☐	☐	☐
Bedford	☐	☐	☐	Lawrence	☐	☐	☐
Benton	☐	☐	☐	Lewis	☐	☐	☐
Bledsoe	☐	☐	☐	Lincoln	☐	☐	☐
Blount	☐	☐	☐	Loudon	☐	☐	☐
Bradley	☐	☐	☐	McMinn	☐	☐	☐
Campbell	☐	☐	☐	McNairy	☐	☐	☐
Cannon	☐	☐	☐	Macon	☐	☐	☐
Carroll	☐	☐	☐	Madison	☐	☐	☐
Carter	☐	☐	☐	Marion	☐	☐	☐
Cheatham	☐	☐	☐	Marshall	☐	☐	☐
Chester	☐	☐	☐	Maury	☐	☐	☐
Claiborne	☐	☐	☐	Meigs	☐	☐	☐
Clay	☐	☐	☐	Monroe	☐	☐	☐
Cocke	☐	☐	☐	Montgomery	☐	☐	☐
Coffee	☐	☐	☐	Moore	☐	☐	☐
Crockett	☐	☐	☐	Morgan	☐	☐	☐
Cumberland	☐	☐	☐	Obion	☐	☐	☐
Davidson	☐	☐	☐	Overton	☐	☐	☐
Decatur	☐	☐	☐	Perry	☐	☐	☐
DeKalb	☐	☐	☐	Pickett	☐	☐	☐
Dickson	☐	☐	☐	Polk	☐	☐	☐
Dyer	☐	☐	☐	Putnam	☐	☐	☐
Fayette	☐	☐	☐	Rhea	☐	☐	☐
Fentress	☐	☐	☐	Roane	☐	☐	☐
Franklin	☐	☐	☐	Robertson	☐	☐	☐
Gibson	☐	☐	☐	Rutherford	☐	☐	☐
Giles	☐	☐	☐	Scott	☐	☐	☐
Grainger	☐	☐	☐	Sequatchie	☐	☐	☐
Greene	☐	☐	☐	Sevier	☐	☐	☐
Grundy	☐	☐	☐	Shelby	☐	☐	☐
Hamblen	☐	☐	☐	Smith	☐	☐	☐
Hamilton	☐	☐	☐	Stewart	☐	☐	☐
Hancock	☐	☐	☐	Sullivan	☐	☐	☐
Hardeman	☐	☐	☐	Sumner	☐	☐	☐
Hardin	☐	☐	☐	Tipton	☐	☐	☐
Hawkins	☐	☐	☐	Trousdale	☐	☐	☐
Haywood	☐	☐	☐	Unicoi	☐	☐	☐
Henderson	☐	☐	☐	Union	☐	☐	☐
Henry	☐	☐	☐	Van Buren	☐	☐	☐
Hickman	☐	☐	☐	Warren	☐	☐	☐
Houston	☐	☐	☐	Washington	☐	☐	☐
Humphreys	☐	☐	☐	Wayne	☐	☐	☐
Jackson	☐	☐	☐	Weakley	☐	☐	☐
Jefferson	☐	☐	☐	White	☐	☐	☐
Johnson	☐	☐	☐	Williamson	☐	☐	☐
Knox	☐	☐	☐	Wilson	☐	☐	☐
Lake	☐	☐	☐				

13. MRI, PET, and/or LINEAR ACCELERATOR

Describe the acquisition of any Magnetic Resonance Imaging (MRI) scanner that is adding an MRI scanner in counties with population less than 250,000, or is initiating pediatric MRI in counties with population greater than 250,000, and/or describe the acquisition of any Positron Emission Tomography (PET) unit or Linear Accelerator unit if initiating the service by responding to the following:

A. Complete the Chart below for acquired equipment.

Not applicable.

LINEAR ACCELERATOR	
Mev:	Total Cost*: $
Types: (indicate one)	By Purchase? __
__ SRS	By Lease? __
__ IMRT	
__ IGRT	Expected Useful Life (yrs): __
__ Other :	New? __
	Refurbished? __
	If not new, how old (Yrs)? __

MRI	
Tesla:	Total Cost*: $
Magnet: (indicate one)	By Purchase? __
__ Breast	By Lease? __
__ Extremity?	
__ Open?	Expected Useful Life (yrs): __
__ Short Bore?	New? __
__ Other -- _____	Refurbished? __
	If not new, how old (Yrs)? __

PET	
PET Only? __	Total Cost*: $
	By Purchase? __
PET/CT? __	By Lease? __
PET/MRI? __	Expected Useful Life (yrs): __
	New? __
	Refurbished? __
	If not new, how old (Yrs)? __

**As defined by Agency Rule 0720-9-.01(13)*

B. In the case of equipment purchase, include a quote and/or proposal from an equipment vendor. In the case of equipment lease, provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments along with the fair market value of the equipment.

Not applicable.

C. Compare the lease cost of the equipment to its fair market value. Note: Per Agency rule, the higher cost must be identified in the project cost chart.

Not applicable.

D. Schedule of Operations:

Not applicable.

Location	Days of Operation (Sun-Sat)	Hours of Operation
Fixed Site (Applicant)		
Mobile Locations		
Applicant		
Name of other location		
Name of other location		
Name of other location		
Name of other location		
Name of other location		

E. Identify the clinical applications to be provided, that apply to the project.

Not applicable.

F. If the equipment has been approved by the FDA within the past five years, provide documentation of the same.

Not applicable.

SECTION B: GENERAL CRITERIA FOR CERTIFICATE OF NEED

In accordance with T.C.A. § 68-11-1609(b), "no Certificate of Need shall be granted unless the action proposed in the application for such Certificate is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of health care." Further standards for guidance are provided in the State Health Plan developed pursuant to T.C.A. § 68-11-1625.

The following questions are listed according to the four criteria: (1) Need, (2) Economic Feasibility, (3) Applicable Quality Standards, and (4) Contribution to the Orderly Development of Health Care. Please respond to each question and provide underlying assumptions, data sources, and methodologies when appropriate. *Please type each question and its response on an 8 1/2" x 11" white paper, single-sided.* All exhibits and tables must be attached to the end of the application in correct sequence identifying the question(s) to which they refer, unless specified otherwise. ***If a question does not apply to your project, indicate "Not Applicable (NA)."***

QUESTIONS

NEED

1. Provide a response to each criterion and standard in Certificate of Need categories in the State Health Plan that are applicable to the proposed project. Criteria and standards can be obtained from the THSDA or found on the agency's website at http://tjn.gov/hsda/article/hsda-criteria-and-standards.

Responses begin on the next page.

STATE HEALTH PLAN
CERTIFICATE OF NEED STANDARDS AND CRITERIA
FOR
FREESTANDING EMERGENCY DEPARTMENT

Standards and Criteria

1. **Determination of Need: The determination of need shall be based upon the existing access to emergency services in the proposed service area. The applicant should utilize the metrics below, as well as other relevant metrics, to demonstrate that the population in the proposed service area has inadequate access to emergency services due to *geographic isolation*, *capacity challenges*, or *low-quality of care*.**

The applicant shall provide information on the number of existing emergency department (ED) facilities in the service area, as well as the distance of the proposed FSED from these existing facilities.

If the proposed service area is comprised of contiguous ZIP Codes, the applicant shall provide this information on all ED facilities located in the county or counties in which the service area ZIP Codes are located.

Response:

A. "Geographic Isolation"

Most Antioch residents cannot reach existing hospital EDs without driving through extremely dense and developed urban areas. Particularly during peak traffic hours, it can take them significant time to reach emergency care. This project will give patients much quicker access to emergency care, which will saves lives by improving outcomes for patients with life threatening conditions.

The primary service area for this FSED project is zip code 37013. This zip code will produce 95% of the patient population, with the remaining 5% coming from outside of the zip code. This zip code is also referred to as the Antioch zip code throughout this document.

The Antioch area does not have an ED facility. Antioch residents drive out of the zip code to hospital EDs in one of three counties: Davidson, Rutherford, and Williamson. The drive times are often lengthy and unpredictable due to heavy traffic. The word "isolation" is not defined in the State Health Plan. The applicant submits that the primary service area residents are isolated by virtue of being unnecessarily remote from existing resources, when taking into account the area's extremely large population and its high utilization of ED care. The applicant's objective in this project is to shorten these patients' travel time to emergency care, thereby reducing the isolation experienced when time is important for an emergency intervention. Improving access to emergency care will save lives where time is of the essence and will particularly improve health outcomes

for patients experiencing life threatening emergencies such as heart attack, stroke or serious injuries.

Traffic volume and congestion is a major and rapidly growing problem for the residents of the Antioch area. In 2016, roughly 158,000 vehicles traveled each day by the FSED location. This traffic count grew from approximately 151,000 vehicles daily in only 2015. TriStar Southern Hills is highly respected within the Antioch community. One community member, James Ryan, describes his concern with current access to emergent care, "In 2017 I had a lung that blew and my mom had several heart attacks…You never know when a heart attack will happen or lung will blow so it would be wonderful if we had an ED closer. If this ED would have been here when those issues happened it would have only taken me 3 minutes to get there versus 20." According to Alma Sanford, who is a resident of Antioch and the Secretary & Treasurer of Crossings Nashville Action Partnership (CNAP), "I have lived in Antioch for 17 years, and have watched as we attracted a diverse population and became the fastest growing area of Davidson County. Having an emergency department close to home would provide me and others in the area with the peace of mind knowing that we can access high-quality emergency care if needed." All indications are that this trend of significant traffic volume will continue to grow in the coming years, thus further lengthening travel times for patients seeking emergency care. This zip code is large enough to need and to efficiently utilize its own emergency facility. Its population is growing rapidly and is approximately 100,000 persons—more than in 75 of Tennessee's 95 counties and more than in such counties as Putnam (Cookeville) and Maury (Columbia). It generates almost 40,000 ED visits annually—more than the total visits received by three of the hospitals serving this area.

There are 12 EDs in the three counties that are closest to the primary service area. The table below shows their names, addresses, counties, and most recently reported utilization. The following page provides distance and drive time information on the six hospitals that served more than 5% of the ED patients coming from the Antioch zip code. (Other EDs with less than 5% utilization from this area are not included.)

Need-1-SHP Standard 1--Table A;: Emergency Departments Closest to the Project in 2016--Locations, Bed Utilization, and Pediatric Classification

County	Facility	Address (see key)	Treatment Spaces	Treated Patient Visits	Visits Per Bed	Pediatric Classification
Davidson	General Hospital	1	23	34,889	1,517	Basic
Davidson	Saint Thomas Midtown	2	32	52,741	1,648	Basic
Rutherford	Saint Thomas Rutherford	3	49	86,158	1,758	Unreported
Davidson	Saint Thomas West	4	27	37,567	1,391	Basic
Williamson	TriStar Centennial ED/Spring Hill	5	12	15,458	1,288	General
Davidson	TriStar Centennial Med. Center	6	27	57,189	2,118	General
Davidson	TriStar Skyline Medical Center	7	44	67,849	1,542	Primary
Davidson	**TriStar So. Hills Medical Center**	**8**	**23**	**50,087**	**2,178**	**Basic**
Rutherford	TriStar StoneCrest Med. Center	9	24	48,397	2,017	Basic
Davidson	TriStar Summit Medical Center	10	32	54,823	1,713	Basic
Davidson	Vanderbilt U. Medical Center	11	113	123,040	1,089	Comp
Williamson	Williamson Medical Center	12	36	44,907	1,247	General
	All Listed Providers		***442***	***673,105***	***1,523***	

Source: Joint Annual Reports

Note: Comp = Comprehensive in Pediatric Classification

1. 1818 Albion Street, Nashville 37208
2. 2000 Church Street, Nashville 37236
3. 1700 Medical Center Parkway, Murfreesboro 37129
4. 4220 Harding Road, Nashville 37205
5. 3001 Reserve Boulevard, Spring Hill 37174
6. 2300 Patterson Street, Nashville 37203
7. 3441 Dickerson Pike, Nashville, 37207
8. 391 Wallace Road, Nashville, 37211
9. 200 StoneCrest Boulevard, Smyrna 37167
10. 5655 Frist Boulevard, Hermitage 37076
11. 1161 21st Avenue South, Nashville 37232
12. 4321 Carothers Parkway, Franklin 37067

The following table shows drive times from five locations within the Antioch zip code to the FSED site as well as other hospitals that currently serve this community. These drives were completed during the week of March 5, 2018 during three separate times of the day. These locations of origin represent addresses in the North, South, East, West, and Central areas of the Antioch zip code. The five locations were chosen to provide a representative mix of potential patient commutes to seek emergency care. Drives were completed under normal weather and traffic conditions.

As shown below, the FSED will provide residents of all parts of Antioch with faster access to emergency care with an average drive time of 10 minutes from any corner of the Antioch zip code. Currently, Antioch residents are driving up to 61 minutes to receive emergency care. The longest average drive time is 44.4 minutes. The proposed FSED cuts that time by more than 75% to slightly under 11 minutes. During emergent situations, it is imperative to have prompt access to appropriate care as Dr. Mark Byram, Emergency Department Medical Director at TriStar Southern Hills, states "In emergent scenarios such as stroke, heart attack, or respiratory distress, minutes matter." The rapidly growing population in the Antioch zip code means that these drive times will only lengthen, possibly dramatically, in the near future. Coupled with the limited access to nearby emergent care facilities, these long drive times demonstrate the strong need for an additional emergent care option for Antioch residents.

Need-1-SHP Standard 1-Table B: Drive Times from Primary Service Area Locations to the Proposed FSED Site and to Four Hospitals Outside the Area

Destination: →	to: FSED			to: Southern Hills Med Center			to: StoneCrest Med Center			to: St. Thomas Midtown			to: Vanderbilt		
Origin: ↓	7:00 - 8:00	12:00 - 1:00	5:00 - 6:00	7:00 - 8:00	12:00 - 1:00	5:00 - 6:00	7:00 - 8:00	12:00 - 1:00	5:00 - 6:00	7:00 - 8:00	12:00 - 1:00	5:00 - 6:00	7:00 - 8:00	12:00 - 1:00	5:00 - 6:00
North	11	17	13	26	16	19	20	20	23	28	21	26	36	34	21
South	11	8	8	26	17	18	14	11	11	61	24	27	48	28	27
East	11	11	15	28	23	21	17	16	21	44	34	32	45	28	34
West	18	10	9	11	10	10	14	17	23	39	25	31	51	30	28
Central	2	3	3	22	15	15	10	12	13	30	24	24	42	22	23
Times	10.6	9.8	9.6	22.6	16.2	16.6	15	15.2	18.2	40.4	25.6	28	44.4	28.4	26.6

ADDRESSES OF POINTS OF ORIGIN		
North	East	Central
2337 Murfreesboro Pike	4044 Lavergne-Couchville Pike	5825 Crossings Blvd.
Antioch, TN 37013	Antioch, TN 37013	Antioch, TN 37013
South	West	FSED Site
6809 Whittemore Lane	1308 Barnes Road	36°01'59.3"N86°38'42.2"W
Antioch, TN 37013	Antioch, TN 37013	Antioch, TN 37013

In light of the inadequate access to emergency care in the Antioch area, it is not surprising that many area residents favor a new emergency facility in the Antioch area. A public opinion survey of residents of the Antioch zip code was conducted in February of 2018. The 300 residents surveyed, 72% said there is a need for additional health care services to be available so they can get faster and more convenient care. As to what type(s) of additional health care service(s) are needed in the area, an ED was second only to a new hospital in the respondents' answers. Since most people think of a traditional ED as being located in a hospital, it is reasonable to include the "new hospital" response as being supportive of a satellite ED. In that case, an ED was the overwhelming first choice of a needed new health care service by residents of the Antioch area.

Accessibility to emergency care, and the time it takes to get to an ED to receive that care, was also a major concern of area residents. 51% of respondents said the last time they received emergency care, the drive time to the ED was between 10 minutes and 30 minutes. Furthermore, TriStar Southern Hills is considered a major community provider of health care services in the Antioch area. When asked what hospitals immediately come to mind as serving the area, TriStar Southern Hills was the number one response.

B. "Capacity Challenges"

(1) "Wait Times"

The applicant should utilize Centers for Medicare and Medicaid Services (CMS) throughput measures, available from the CMS Hospital Compare website, to illustrate the wait times at existing emergency facilities in the proposed service area. Data provided on the CMS Hospital Compare website does have a three to six month lag. In order to account for the delay in this information, the applicant may supplement CMS data with other more timely data.

Response:

There is no emergency facility in the proposed service area. However, the applicant has compared the five Medicare ED / OP metrics referenced in the above State Health Plan guideline for the hospital-based emergency rooms closest to the project site. Tables are listed below, as well as provided in Attachment B-Need-State Health Plan-Guideline 1.

As shown in the comparison table below and in the Attachments in the back of the application, TriStar Southern Hills is the only one of the twelve area hospital EDs that has achieved wait times below State and national averages for all five of these Medicare metrics. This is despite having the highest number of visits per treatment room in the three-county area. Nor will the applicant's 23-bed ED--which is undersized by ACEP standards but is serving patients at maximum efficiency--be able to maintain its exemplary patient care as patient visits from the Antioch area continue to increase.

OP-18: Median time from ED arrival to ED departure for discharged ED patients			
Emergency Department	ED Time/Score	Tennessee Average	National Average
TriStar Southern Hills Medical Center	124 min.	132 min.	138 min.
Saint Thomas Midtown Hospital	193 min.		
Saint Thomas Rutherford Hospital	170 min.		
Vanderbilt University Medical Center	221 min.		

OP-20: Door to diagnostic evaluation by a qualified medical professional			
Emergency Department	ED Time/Score	Tennessee Average	National Average
TriStar Southern Hills Medical Center	5 min.	17 min.	20 min.
Saint Thomas Midtown Hospital	30 min.		
Saint Thomas Rutherford Hospital	26 min.		
Vanderbilt University Medical Center	46 min.		

OP-22: ED-patient left without being seen			
Emergency Department	ED Time/Score	Tennessee Average	National Average
TriStar Southern Hills Medical Center	1%	2%	2%
Saint Thomas Midtown Hospital	3%		
Saint Thomas Rutherford Hospital	3%		
Vanderbilt University Medical Center	3%		

ED-1: Median Time from ED arrival to ED departure for ED admitted patients			
Emergency Department	ED Time/Score	Tennessee Average	National Average
TriStar Southern Hills Medical Center	248 min.	251 min.	282 min.
Saint Thomas Midtown Hospital	246 min.		
Saint Thomas Rutherford Hospital	254 min.		
Vanderbilt University Medical Center	448 min.		

ED-2: Median time from admit decision to departure for ED admitted patients			
Emergency Department	ED Time/Score	Tennessee Average	National Average
TriStar Southern Hills Medical Center	78 min.	81 min.	102 min.
Saint Thomas Midtown Hospital	75 min.		
Saint Thomas Rutherford Hospital	73 min.		
Vanderbilt University Medical Center	219 min.		

(2) "Visits per Treatment Room"

The applicant should also provide data on the number of visits per treatment room per year for each of the existing emergency department facilities in the service area. Applicants should utilize applicable data in the Hospital Joint Annual Report to demonstrate the total annual ED volume and annual emergency room visits of the existing facilities within the proposed service area.

Response:

The applicant's ED has 23 treatment spaces. In the most recent reporting year, they were utilized at 2,178 patient visits per bed, the highest utilization rate of any of the twelve area EDs. The applicant's utilization per bed was 43 percent higher than the group's average of 1,523 treatments per bed. Intensity of room utilization varied from a low of 1,089 treatments per bed at Vanderbilt to a high of 2,178 at TriStar Southern Hills.

TriStar Southern Hills is far exceeding the ACEP benchmark ED capacity levels by treating 2,178 (CY 2016) patients per bed per year in its 23 ED beds. These utilization rates are roughly 52% higher than the recommended ACEP average level of 1,432 visits per bed per year for mid-high range EDs.

There are no emergency departments in the primary service area. However, on the two following pages are tables with the requested Joint Annual Report data for the hospitals in Davidson, Rutherford, and Williamson Counties that provide emergency care to Antioch zip code residents.

There are twelve hospital ED facilities in these three counties. The following tables list them by system affiliation, county, facility name, treatment beds, patient visits, and visits per bed.

Need-1-SHP Standard 1-Tables D-G: Emergency Departments Used by Primary Service Area Residents In Calendar Year (CY) 2016

Table D: Ranked By Visits Per Bed (2016)

System	County	Facility	Beds	Patients Treated (Visits)	Visits per Bed
TriStar	***Davidson***	***TriStar So. Hills Medical Center***	***23***	***50,087***	***2,178***
TriStar	Davidson	TriStar Centennial Medical Center	27	57,189	2,118
TriStar	Rutherford	TriStar StoneCrest Medical Center	24	48,397	2,017
Ascension	Rutherford	Saint Thomas Rutherford	49	86,158	1,758
TriStar	Davidson	TriStar Summit Medical Center	32	54,823	1,713
Ascension	Davidson	Saint Thomas Midtown	32	52,741	1,648
TriStar	Davidson	TriStar Skyline Medical Center	44	67,849	1,542
Independent	Davidson	General Hospital	23	34,889	1,517
Ascension	Davidson	Saint Thomas West	27	37,567	1,391
TriStar	Williamson	TriStar Centennial ED at Spring Hill	12	15,458	1,288
Independent	Williamson	Williamson Medical Center	36	44,907	1,247
Independent	Davidson	Vanderbilt U. Medical Center	113	123,040	1,089
		All Providers	***442***	***673,105***	***1,523***

Table E: Ranked By Number of ED Patients Treated (2016)

System	County	Facility	Beds	Patients Treated (Visits)	Visits Per Bed
Independent	Davidson	Vanderbilt U. Medical Center	113	123,040	1,089
Ascension	Rutherford	Saint Thomas Rutherford	49	86,158	1,758
TriStar	Davidson	TriStar Skyline Medical Center	44	67,849	1,542
TriStar	Davidson	TriStar Centennial Medical Center	27	57,189	2,118
TriStar	Davidson	TriStar Summit Medical Center	32	54,823	1,713
Ascension	Davidson	Saint Thomas Midtown	32	52,741	1,648
TriStar	***Davidson***	***TriStar So. Hills Medical Center***	***23***	***50,087***	***2,178***
TriStar	Rutherford	TriStar StoneCrest Medical Center	24	48,397	2,017
Independent	Williamson	Williamson Medical Center	36	44,907	1,247
Ascension	Davidson	Saint Thomas West	27	37,567	1,391
Independent	Davidson	General Hospital	23	34,889	1,517
TriStar	Williamson	TriStar Centennial ED at Spring Hill	12	15,458	1,288
		All Providers	***442***	***673,105***	***1,523***

Table F: Listed By Provider Name (2016)					
System	County	Facility	Beds	Patients Treated (Visits)	Visits Per Bed
Independent	Davidson	General Hospital	23	34,889	1,517
Ascension	Davidson	Saint Thomas Midtown	32	52,741	1,648
Ascension	Rutherford	Saint Thomas Rutherford	49	86,158	1,758
Ascension	Davidson	Saint Thomas West	27	37,567	1,391
TriStar	Williamson	TriStar Centennial ED at Spring Hill	12	15,458	1,288
TriStar	Davidson	TriStar Centennial Medical Center	27	57,189	2,118
TriStar	Davidson	TriStar Skyline Medical Center	44	67,849	1,542
TriStar	***Davidson***	***TriStar So. Hills Medical Center***	***23***	***50,087***	***2,178***
TriStar	Rutherford	TriStar StoneCrest Medical Center	24	48,397	2,017
TriStar	Davidson	TriStar Summit Medical Center	32	54,823	1,713
Independent	Davidson	Vanderbilt U. Medical Center	113	123,040	1,089
Independent	Williamson	Williamson Medical Center	36	44,907	1,247
		All Providers	***442***	***673,105***	***1,523***

Table G: Listed By County (2016)					
System	County	Facility	Beds	Patients Treated (Visits)	Visits Per Bed
Independent	Davidson	General Hospital	23	34,889	1,517
Ascension	Davidson	Saint Thomas Midtown	32	52,741	1,648
Ascension	Davidson	Saint Thomas West	27	37,567	1,391
TriStar	Davidson	TriStar Centennial Medical Center	27	57,189	2,118
TriStar	Davidson	TriStar Skyline Medical Center	44	67,849	1,542
TriStar	***Davidson***	***TriStar So. Hills Medical Center***	***23***	***50,087***	***2,178***
TriStar	Davidson	TriStar Summit Medical Center	32	54,823	1,713
Independent	Davidson	Vanderbilt U. Medical Center	113	123,040	792
Ascension	Rutherford	Saint Thomas Rutherford	49	86,158	1,758
TriStar	Rutherford	TriStar StoneCrest Medical Center	24	48,397	2,017
TriStar	Williamson	TriStar Centennial ED at Spring Hill	12	15,458	1,288
Independent	Williamson	Williamson Medical Center	36	44,907	1,247
		All Providers	***442***	***673,105***	***1,523***

All existing EDs in the service area should be operating at capacity. This determination should be based upon the annual visits per treatment room at the host hospital's emergency department (ED) as identified by the American College of Emergency Physicians (ACEP) in *Emergency Department Design: A Practical Guide to Planning for the Future, Second Edition* as capacity for EDs. The capacity levels set forth by this document should be utilized as a *guideline* for describing the potential of a respective functional program. The annual visits per treatment room should exceed what is outlined in the ACEP document. Because the capacity levels set forth in the Emergency *Department Design: A Practical Guide to Planning for the Future, Second Edition* are labeled in the document as a "preliminary sizing chart", the applicant is encouraged to provide additional evidence of the capacity, efficiencies, and demographics of patients served within the existing ED facility in order to better demonstrate the need for expansion.

Response:

There is no ED within the service area. The applicant's needs under the referenced ACEP Guidelines are addressed in the responses to SHP Criterion #2 below. The ACEP Guidelines do not appear to be applicable for determining capacity of other EDs in the area, because they require information on 16 factors about each ED. This information is not publicly available.

C. "Low Quality of Care at Existing Emergency Departments in the Service Area"

If the applicant is demonstrating low-quality care provided by existing EDs in the service area, the applicant shall utilize the Joint Commission's "Hospital Outpatient Core Measure Set". These measures align with CMS reporting requirements and are available through the CMS Hospital Compare website. Full details of these measures can be found in the Joint Commission's *Specification Manual for National Hospital Outpatient Department Quality Measures*. Existing emergency facilities should be in the bottom quartile of the state in the measures listed below in order to demonstrate low-quality of care.

OP-1	**Median Time to Fibrinolysis**
OP-2	**Fibrinolytic Therapy Received Within 30 Minutes**
OP-3	**Median Time to Transfer to Another Facility for Acute Coronary Intervention**
OP-4	**Aspirin at Arrival**
OP-5	**Median Time to ECG**
OP-18	**Median Time from ED Arrival to Departure for Discharged ED Patients**
OP-20	**Door to Diagnostic Evaluation by a Qualified Medical Personnel**
OP-21	**ED-Median Time to Pain Management for Long Bone Fracture**
OP-23	**ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival**

Response:

Not applicable. There is no existing ED in the service area, and applicant is not asserting that there is a low quality of care at any of the hospital EDs in Davidson, Rutherford, and Williamson counties.

D. "Other Applicable Data Related to Need and Capacity"

The HSDA should consider additional data provided by the applicant to support the need for the proposed FSED including, but not limited to, data relevant to patient acuity levels, age of patients, percentage of behavioral health patients, and existence of specialty modules. These data may provide the HSDA with additional information on the level of need for emergency services in the proposed service area. If providing additional data, applicants should utilize Hospital Discharge Data System data (HDDS) when applicable. The applicant may utilize other data sources to demonstrate the percentage of behavioral health patients but should explain why the alternative data source provides a more accurate indication of the percentage of behavioral health patients than the HDDS data.

See Standard 2, Expansion of Existing Emergency Department Facility, for more information on the establishment of a FSED for the purposes of decompressing volumes and reducing wait times at the host hospital's existing ED.

Note: Health Planning recognizes that limitations may exist for specific metrics listed above. When significant limitations exist (e.g. there are not adequate volumes to evaluate) applicants may omit these metrics from the application. However, the application should then discuss the limitations and reasoning for omission. Applicants are encouraged to supplement the listed metrics with additional metrics that may provide HSDA with a more complete representation of the need for emergency care services in the proposed service area.

Rationale: Applicants seeking to establish a FSED should demonstrate need based on barriers to access in the proposed service area. While limited access to emergency services due to geographic isolation, low-quality of care, or excessive wait times are pertinent to the discussion, the applicant is also encouraged to provide additional data from the proposed service area that may provide the HSDA with a more comprehensive picture of the unique needs of the population that would be served by the FSED. *Host hospitals applying to establish a FSED displaying efficiencies in care delivery via high volumes and low wait time should not be penalized in the review of this standard*. Host hospitals are expected to demonstrate high quality care in order to receive approval. See Standard 4 for more information.

Response:

Please see Standard 4.

Applicants seeking to establish an FSED in a geographically isolated, rural area should be awarded special consideration by the HSDA.

Response:

Not applicable. The service area is not in a rural area.

2. **Expansion of Existing Emergency Department Facility: Applicants seeking expansion of the existing host hospital ED through the establishment of a FSED in order to decompress patient volumes should demonstrate the existing ED of the host hospital is operating at capacity. This determination should be based upon the annual visits per treatment room at the host hospital's emergency department (ED) as identified by the American College of Emergency Physicians (ACEP) in *Emergency Department Design: A Practical Guide to Planning for the Future, Second Edition* as capacity for EDs. The capacity levels set forth by this document should be utilized as a *guideline* for describing the potential of a respective functional program. The applicant shall utilize the applicable data in the Hospital Joint Annual Report to demonstrate total annual ED volume and annual emergency room visits. The annual visits per treatment room should exceed what is outlined in the ACEP document. Because the capacity levels set forth in the Emergency *Department Design: A Practical Guide to Planning for the Future, Second Edition* are labeled in the document as a "preliminary sizing chart", the applicant is encouraged to provide additional evidence of the capacity, efficiencies, and demographics of patients served within the existing ED facility in order to better demonstrate the need for expansion. See Standard 1, Demonstration of Need, for examples of additional evidence.**

Response:

The TriStar Southern Hills ED has the highest volume of visits per treatment room in the three-county area. The 2016 Joint Annual Reports (the most current available) reflect that in 2016 the TriStar Southern Hills ED had 50,087 patient visits in 23 treatment beds. That was an average of 2,178 patients per bed. The three-county average was 1,523 patients per bed for twelve EDs in the area and the ACEP average level was 1,432 for mid-high range EDs.

There is no doubt the TriStar Southern Hills ED is at capacity. The Final Order of the Agency in the appeal of the denied CN1412-050D concludes:

> "Although it is disputed by the parties it is **DETERMINED** that Southern Hills' emergency department is reaching maximum capacity." (Final Order at p. 19.)

The ACEP Guidelines set out sixteen measures by which one may categorize an ED as low, mid, or high range in terms of the number of beds needed for a given range of annual visits. High range EDs need relatively more treatment beds. The table on the following page summarizes the measures and how the applicant fits into the ACEP scheme. TriStar Southern Hills is predominantly medium to high range on these measures. The ACEP standards themselves are provided in Attachment B-Need-State Health Plan-Guideline 2--ACEP Standards.

The applicant treats approximately 50,000 emergency patients per year. The ACEP standards for a 50,000-visit ED are 31 beds for a low range ED, and 40 beds for a high range ED. Presumably, the mid-range ED would need the midpoint, or 36 (35.5) beds. TriStar Southern Hills scores mid or high range on 11 of the 16 ACEP indicators. This satellite project will give the applicant 34 treatment beds total (23 at the main campus

plus 11 at the satellite). That is the number of treatment beds needed for a midrange applicant.

It should also be noted that the proposed FSED facility of 10,860 SF of space will be in the mid-range of 8,250-12,031 GSF that ACEP recommends for its smallest category of annual visits (10,000 annual visits).

Need-1-SHP Standard 2: Applicant's ED Category Under ACEP Guidelines (High Range Needs the Most Beds and Spaces)		
ACEP Standard	**Applicant's Range**	**Remarks**
1. % of Admitted Patients	Mid	Low is <8%; applicant is 10-12%
2. Length of Stay in ED	Mid	Mid is 2.5-3.75 hrs; applicant is 3.2
3. Patient Care Spaces	Mid	SH has 23 private spaces
4. Inner and Results Waiting Areas	Mid	High range has none; applicant has 1
5. Location of CDU/Observ. Space	High	All CDU/Obs, patients remain in ED
6. Boarding Admitted Patients	High	248 minute avg stay in 2017; high is defined as >150 minutes
7. Diagnostic Test Turnaround Time	Mid	Applicant's average is 60-65"; low range is <45 "; high is >90"
8. % of Behavioral Health Patients	Mid to High	Mid is 4%-6%; applicant's is 6.2% with 25,000 holding hours
9. % of Non-urgent Patients	High	High is <25%; applicant's is 8.1% for two levels least acute
10. Patient Age	Mid	Mid is 10%-20% elderly; applicant averages 11%
11. Imaging Facilities Within ED	Mid	General radiology is within ED
12. Family Amenities Within ED	Low	No family consult or nourishment
13. Specialty Component: Geriatric	Low	No designated geriatric area
14. Specialty Component: Pediatrics	Low	No designated pediatric area.
15. Specialty Component: Detention	Low	No dedicated prisoner spaces
16. Administrative / Teaching Spaces	Low	None

			Bed Quantities from ACEP		
2017 Visits	**ED GSF**	**ACEP ED Range**	**Mid to High Range Bed Qty.**	**Mid to High Range Visits/Bed**	**Mid to High Range SF/Bed**
49,545	11,603 SF	Mid to High	31-40 spaces	1250-1613 Visits/Bed	800-850 SF/Bed
			So Hills:	*So. Hills:*	*So Hills:*

	23 spaces	*2,178 Visits/Bed*	*505 SF/Bed*

The bed quantity responses above are the ACEP standards for mid to high range EDs. The applicant's ED has 23 spaces, had 2,154 visits/bed (2017), and has 504.5 SF/Bed.

Additionally, the applicant should discuss why expansion of the existing ED is not a viable option. This discussion should include any barriers to expansion including, but not limited to, economic efficiencies, disruption of services, workforce duplication, restrictive covenants, and issues related to access. The applicant should also provide evidence that all practical efforts to improve efficiencies within the existing ED have been made, including, but not limited to, the review of and modifications to staffing levels.

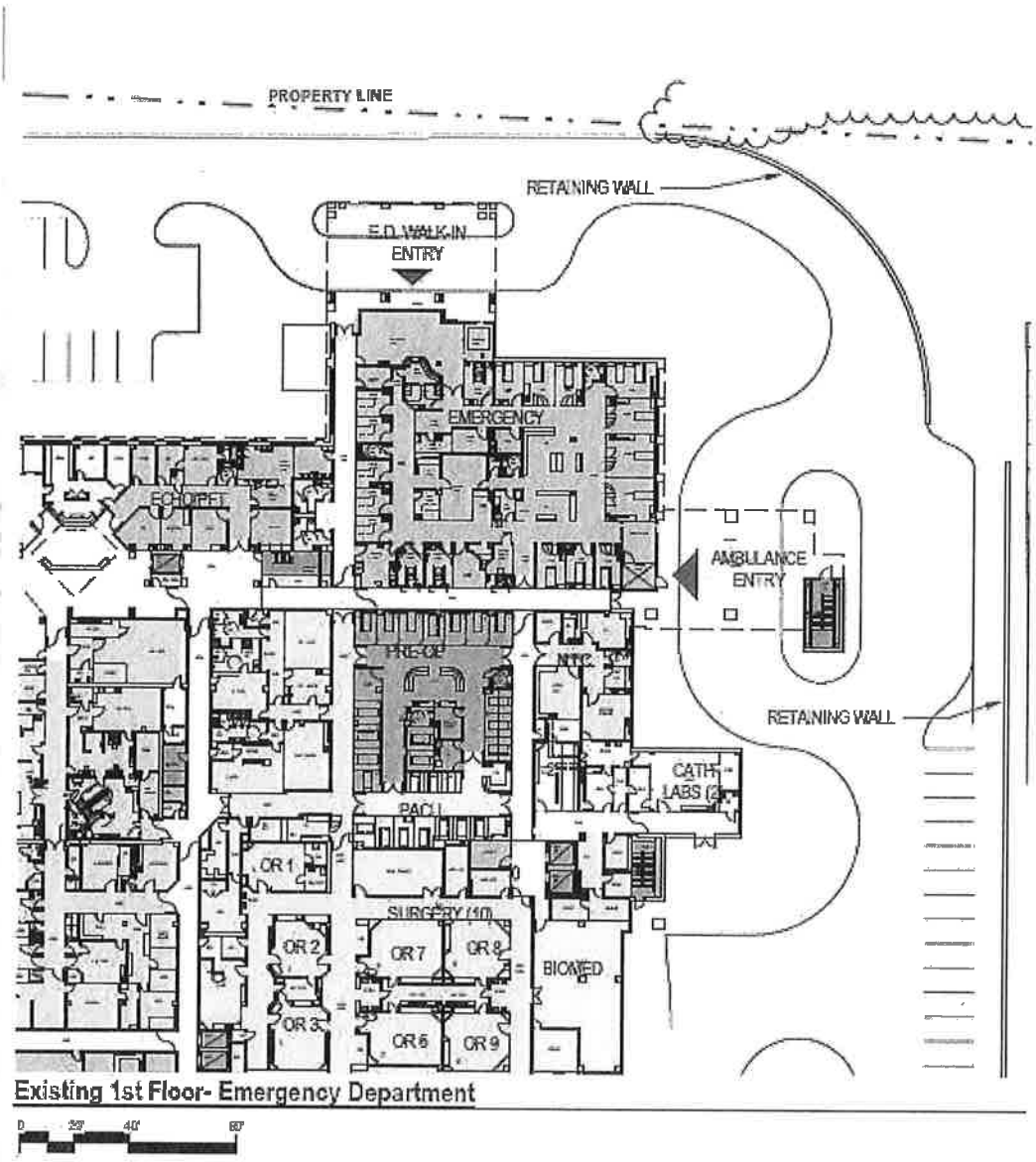
Response:

The primary needs for this project are to decompress the existing ED, optimize access and serve a growing community of Antioch residents, many of whom historically have utilized TriStar Southern Hills as their main Emergency Department. It will optimize access in terms of drive time to emergency care.

An ED expansion on-site would disrupt existing hospital operations and would not result in an efficient design due to various site limitations. Significant renovation of existing space would be cost-prohibitive, disrupt the provision of quality care to existing Southern Hills patients, and would not result in substantial improvement of access to care for existing patients from Antioch. The existing location of the Emergency Department abuts the property line of the campus and is adjacent to critical access roads limiting growth options. Within the facility, the ED is bounded by Imaging and Surgery, limiting alternatives for internal renovation to expand the ED. On site expansion would not address the inadequate access to services existing in the Antioch area today.

The applicant's existing ED is located in a part of Davidson County (zip code 37211) that is rapidly growing. Expanding the applicant's existing ED would not reduce the travel time for Antioch patients to reach an existing ED. Nor will the applicant's 23-bed ED--which is undersized by ACEP standards but is serving patients at maximum efficiency--be able to maintain its exemplary patient care as patient visits from the Antioch area continue to increase. The applicant believes it is in the best interests of patients and the community to increase access and bed capacity at the proposed FSED. See architectural drawing below to demonstrate the lack of room for on campus expansion.

TriStar Southern Hills has made all practical efforts to improve efficiencies in regards to staffing and quality measures within the department; however, these improvements in processes will not address the glaring disparity between existing and needed bed capacity.



Existing 1st Floor- Emergency Department

Applicants seeking to decompress volumes of the existing host hospital ED should be able to demonstrate need for the additional facility in the proposed service area as defined in the application in accordance with Standard 1, Determination of Need. Rationale: The HSDA may utilize visits per treatment room in order to determine if a FSED is necessary for the host hospital to provide efficient and quality emergency care to its patients. Many factors influence a hospital's ability to adequately serve patients at various volumes. Factors may include efficiencies of the ED and the acuity of the patients seen. Applicants are encouraged to provide additional data in order to demonstrate need for expansion. This additional data may assist in providing the HSDA with the opportunity to perform a comprehensive review that takes into account the numerous factors that affect ED efficiencies, access to care, and the quality of ED services provided.

Response:

Please see the response to Standard 1, as well as other prior responses.

3. Relationship to Existing Similar Services in the Area: The proposal shall discuss what similar services are available in the service area and the trends in occupancy and utilization of those services.

Response:

There are no similar services available in the primary service area, which is the reason for this project. All EDs utilized by primary service area patients are located outside the primary service area.

This area generated 39,026 emergency care visits (patients treated) at 12 area ED facilities in the last reporting year (2016). Of these, 13,929 (35.3%) were served by the applicant's ED 7.3 miles to the northwest of the zip code. Another 14.1% of Antioch emergency patient visits were served by the applicant's sister hospital to the south of the zip code. Together, these two TriStar hospitals, one northwest of Antioch and one south of Antioch, served almost half (49.4%) of the Antioch zip code's emergency needs.

Utilization trends of the EDs used by primary service area patients are provided in the section of the application that requests historic utilization data. Tables in that section show that the 12 EDs serving the primary service area from outside the primary service area are steadily increasing in utilization as the Nashville area grows. They increased from 622,224 patients treated in CY2014 to 673,105 in CY2016, which was an 8.2% increase in the three-year period. During that period, the utilization of TriStar Southern Hills' ED increased 13.5%. It was one of only two area EDs experiencing double-digit growth.

For convenience, a duplicate of the utilization table follows.

Need-1-SHP Standard 3-Table J
Primary Service Area Utilization of Emergency Providers in 2016

ED Provider	Provider's Total ED Visits in 2016	2016 Visits to this ED From 37013 (PSA)	% of This ED's Total Visits Coming From 37013	% of 37013 Visits Served By This ED (Top 3 Ranked)
TriStar Southern Hills	50,300	13,929	27.7%	#1: 35.3%
Vanderbilt University	123,040	7,735	6.3%	#2: 19.6%
TriStar StoneCrest	51,482	5,559	10.8%	#3: 14.1%
TriStar Summit	56,981	2,813	4.9%	7.1%
TriStar Centennial	71,922	2,309	3.2%	5.8%
Saint Thomas Midtown	50,286	2,121	4.2%	5.4%
Nashville General	33,058	1,480	4.5%	3.7%
Saint Thomas West	36,524	1,028	2.8%	2.6%
TriStar Skyline	67,872	756	1.1%	1.9%
Williamson Medical Center	45,103	721	1.6%	1.8%
Saint Thomas Rutherford	85,947	575	0.7%	1.5%
All Other		453		1.1%
TOTALS		39,479		

Source: THA Database, 2016

Need-1-SHP Standard 3-Table K: Utilization of EDs Serving the Primary Service Area 2014-2016					
		Treated Patient Visits			
County	Facility	2014	2015	2016	% Change 2014-2016
Williamson	Williamson Medical Center	34,792	37,172	44,907	29.1%
Davidson	Saint Thomas West	33,011	35,500	37,567	13.8%
Davidson	***TriStar So. Hills Med. Center***	***44,124***	***48,559***	***50,087***	***13.5%***
Davidson	TriStar Skyline Med. Center	60,191	65,674	67,849	12.7%
Davidson	Saint Thomas Midtown	49,173	50,308	52,741	7.3%
Davidson	Vanderbilt Univ. Med. Center	118,590	121,663	123,040	3.8%
Rutherford	Saint Thomas Rutherford	83,395	87,721	86,158	3.3%
Davidson	TriStar Centennial Med. Center	57,533	63,781	57,189	-0.6%
Davidson	TriStar Summit Med. Center	55,154	59,803	54,823	-0.6%
Rutherford	TriStar StoneCrest Med. Center	49,656	52,076	48,397	-2.5%
Davidson	General Hospital	36,605	36,959	34,889	-4.7%
Williamson	TriStar Centennial ED/Spring Hill			15,458	NA
	Total Patients Treated in Service Area EDs	*622,224*	*659,216*	*673,105*	*8.2%*

Source: Joint Annual Reports.

This discussion shall include the likely impact of the proposed FSED on existing EDs in the service area and shall include how the applicant's services may differ from existing services.

Response:

The utilization of the FSED projected for Year One is 13,506 patient visits. Of these, the applicant estimates that 40% will be patients from the primary service area who are currently utilizing TriStar Southern Hills and another 20% will be patients from the primary service area who currently use the applicant's affiliated TriStar hospitals in the Greater Nashville area. Previous TriStar patients from the primary service area will account for 60% of the total projected patient volume.

The remaining 40% of projected Year One visits will be comprised of population growth, in-migration from outside the primary service area (including patients from outside the primary service area who currently use other TriStar facilities), and patients from the primary service area who were previously treated at other Nashville area hospitals.

In total, 60% of this FSED's visits will come from patients within the primary service area who are already within the TriStar network. In Year One, only 40% (5,403 visits) will come from all other sources, including from outside of the Antioch zip code, from non-TriStar EDs, and from anticipated population growth in Antioch. The addition of another emergency department location will allow for existing area hospitals to accommodate the rapid growth of middle Tennessee residents outside of Antioch. In Davidson County excluding Antioch, it is expected that there will be 329,493 ED visits in 2020, the first projected year of the FSED operation. This is an increase of 3,743 visits from 2019 based on organic population growth alone in the remainder of Davidson County. Similarly, the growth in 2019 for Williamson and Rutherford Counties represents an increase of 5,113 visits from organic population growth, resulting in a three county total increase of 8,856 visits. Therefore, the development of the new Antioch FSED would allow other hospitals in Davidson, Rutherford and Williamson County to replace the potential lost visits in 223 days or .61 years. See Table L below.

The Antioch FSED will allow those who need true emergency care for high-risk conditions requiring prompt and often specialized medical intervention access to such services. Currently no ED services exist in this area. Urgent and primary care service models are not 24/7 resources, are not able to provide significant uncompensated care, and are not staffed with the types of professionals who often must work as a team to save life and functionality while mobilizing additional inpatient resources for care after stabilization.

TriStar Southern Hills is an accredited hospital by the Joint Commission. In addition, TriStar Southern Hills is recognized as a Primary Stroke Center by the Joint Commission, a designated Chest Pain Center with Primary PCI Accreditation from the Society of Cardiovascular Patient care, and has received an "A" Rating from the Leapfrog Group which measures hospital safety and indicates excellence in patient safety.

Need-1-SHP Standard 3-Table L: Impact of Project On Other ED's		
	2019	2020
Davidson(net of Antioch), Williamson, Rutherford Counties Total Population Estimated	1,206,285	1,229,410
Estimated ER visits all counties (Rate of ER Utilization 44%)	513,945	522,801
Increase in ER visits from population growth		8,856
Estimated Lost ER visits in 2020 from Antioch FSED(non SHMC)		(5,403)
# of Days to recover lost visits		223
# of Years to recover lost visits		0.61

Approval of the proposed FSED should be contingent upon the applicant's demonstration that existing services in the applicant's proposed geographical service area are not adequate and/or there are special circumstances that require additional services.

Response:

The service area currently does not have an emergency department. Due to limited access points to healthcare and a rapidly growing population within Antioch, the applicant believes it is in the best interest of the patients and community to build a FSED in Antioch because it will greatly enhance the ability of Antioch residents to access emergency services.

The Antioch zip code is an extensive area of urbanized land that spans one of Nashville's busiest traffic arteries, I-24. It has a population rapidly approaching 100,000 persons.

The development where the FSED site is planned is a 310-acre multi-use development, Century Farms, which is currently under development. This new development will incorporate the second Ikea to be built in Tennessee, various large nationally recognized retailers, multi-use condo / rental units, grocery stores, and various other amenities. This multi-ethnic area is becoming a magnet for new commercial and retail development. Corporations such as Community Health Systems and Bridgestone are also establishing major office buildings in this development.

The Antioch area's needs for emergency care are large and growing. The zip code generates almost 40,000 ED visits (patients treated) a year, a larger number of visits than at three of the twelve hospital EDs operating in Davidson, Williamson, and Rutherford Counties. Its residents usually drive north or south on I-24 to reach area emergency departments. An estimated 158,000 vehicles a day pass Exit 60 on I-24, where this project will be located. This site will give access to ambulances and drivers off of I-24.

Rural: The applicant should provide patient origin data by ZIP Code for each existing facility as well as the proposed FSED in order to verify the proposed facility will not negatively impact the patient base of the existing rural providers. The establishment of a FSED in a rural area should only be approved if the applicant can adequately demonstrate the proposed facility will not negatively impact any existing rural facilities that draw patients from the proposed service area. Additionally, in an area designated as rural, the proposed facility should not be located within 10 miles of an existing facility. Finally, in rural proposed service areas, the location of the proposed FSED should not be closer to an existing ED facility than to the host hospital.

Response:

Not applicable. The project is located in an urban area.

Critical Access Hospitals (CAH): In Tennessee, certain CAHs are not located in rural areas according to the definition of rural provided in these standards. The location of the proposed FSED should not be closer to an existing CAH than to the host hospital.

Rationale: The HSDA should consider any duplication of existing services as well as the maldistribution of emergency services by considering the existing providers in the proposed service area. This standard also provides an opportunity for the applicant to demonstrate any services or specialty services that will be provided by the proposed FSED that are not provided by the existing emergency care providers servicing the proposed service area.

Response:

Not applicable. The project is located at Exit 60 on Interstate 24. The host hospital is 7.3 miles northwest of the project. There is no Critical Care Access Hospital located within any of the three urban counties closest to the project, which are Davidson, Rutherford, and Williamson Counties.

4. Host Hospital Emergency Department Quality of Care: Additionally, the applicant shall provide data to demonstrate the quality of care being provided at the ED of the host hospital. The quality metrics of the host hospital should be in the top quartile of the state in order to be approved for the establishment of a FSED. The applicant shall utilize the Joint Commission's hospital outpatient core measure set. These measures align with CMS reporting requirements and are available through the CMS Hospital Compare website. Full details of these measures can be found in the Joint Commission's *Specification Manual for National Hospital Outpatient Department Quality Measures*.

OP-1	Median Time to Fibrinolysis
OP-2	Fibrinolytic Therapy Received Within 30 Minutes
OP-3	Median Time to Transfer to Another Facility for Acute Coronary Intervention
OP-4	Aspirin at Arrival
OP-5	Median Time to ECG
OP-18	Median Time from ED Arrival to Departure for Discharged ED Patients
OP-20	Door to Diagnostic Evaluation by a Qualified Medical Personnel
OP-21	ED-Median Time to Pain Management for Long Bone Fracture
OP-23	ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival

Sources: https://www.jointcommission.org/hospital_outpatient_department/

https://www.jointcommission.org/assets/1/6/HAP_Outpatient_Dept__Core_Measure_Set.pdf
https://www.medicare.gov/hospitalcompare/search.html
https://data.medicare.gov/data/hospital-compare

Note: The above measures are found in the category "Timely and Effective Care".

Note: Health Planning recognizes that limitations may exist for specific metrics listed above. When significant limitations exist (e.g. there are not adequate volumes to evaluate) applicants may omit these metrics from the application. However, the

application should then discuss the limitations and reasoning for omission. Applicants are encouraged to supplement the listed metrics with additional metrics that may provide HSDA with a more complete representation of the need for emergency care services in the proposed service area.

Response:

The applicant has performed the requested analysis. The following page presents the results. Data is not available for every metric. The applicant was in the top quartile in four of the five measures defined by this Guideline. This analysis is provided for all the hospital EDs in the three-county area, in Attachment B-Need-State Health Plan-Guideline 4, Quality Indicators at Existing Emergency Departments.

Need-1-SHP Standard 4-Table M						
Host Hospital: TriStar Southern Hills Medical Center						
Measure	**Quarter(s)**	**ED Time/ Score**	**Check (X) Applicable Quartile**			
			Bottom Quartile ≤ 25th %ile	**Median Quartile 25th – 50th %ile**	**Median Quartile 50th – 75th %ile**	**Top Quartile ≥ 75th %ile**
OP-1: Median Time to Fibrinolysis	2Q16-1Q17	Not Available: No cases met the criteria for this measure.				
OP-2: Fibrinolytic Therapy Received Within 30 Minutes	2Q16-1Q17	Not Available: No cases met the criteria for this measure.				
OP-3: Median Time to Transfer to Another Facility for Acute Coronary Intervention	2Q16-1Q17	Not Available: No cases met the criteria for this measure.				
OP-4: Aspirin at Arrival	2Q16-1Q17	100%				X
OP-5: Median Time to ECG	2Q16-1Q17	2 min.				X
OP-18: Median Time from ED Arrival to Departure for Discharged ED Patients	2Q16-1Q17	124 min.			X	
OP-20: Door to Diagnostic Evaluation by a Qualified Medical Personnel	2Q16-1Q17	5 min.				X
OP-21: ED-Median Time to Pain Management for Long Bone Fracture	2Q16-1Q17	34 min.				X
OP-23: ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival	2Q16-1Q17	Not Available: The number of cases/ patients is too few to report.				

5. Appropriate Model for Delivery of Care: The applicant should discuss why a FSED is the appropriate model for delivery of care in the proposed service area.

Rationale: Rationale should be provided in the application detailing why a FSED is the most appropriate option for delivery of care and to improve access to care in the proposed service area. This discussion should detail the benefits of a FSED for the proposed patient population over an urgent care center, primary care office, or other possible delivery models.

Response:

The patients who will benefit most, although not exclusively, from this facility are those who have an emergency medical condition requiring prompt and often specialized medical intervention. Urgent and primary care service models are not 24/7 resources, are not able to provide significant uncompensated care, and are not staffed with the types of professionals who often must work as a team to save life and functionality while mobilizing additional inpatient resources for care after stabilization.

The extension of emergency care into locations closer to patients with unforeseen, and sometimes critical, needs for medical intervention is needed for patients and their families. FSEDs are very appropriate models for improving acute care in highly populated growth areas that are not large enough to support an additional hospital, and have less than optimal physical accessibility to emergent care. Over the past decades, the healthcare industry has seen the decentralization and dissemination for healthcare access points in order to provide high quality care in a sustainable manner.

An FSED is the best delivery model in the dense and congested area of Antioch. People in this area already use emergency services at a high rate (CY2016 ED visit rate per thousand population of 422.8), even with no such facilities in the immediate service area. Not only is the service area dense in terms of population, but also in terms of traffic congestion, particularly on I-24 which runs through the middle of Antioch.

The availability of emergency care in Antioch will help save lives and improve health outcomes for people experiencing debilitating or life-threatening illness or injury. Thus, the presence of a state-of-the-art FSED in the middle of this urban setting should improve access for people in need of emergency services.

6. Geographic Location: The FSED should be located within a 35 mile radius of the hospital that is the main provider.

Rationale: The 35 mile radius standard is in alignment with regulations set forth by CMS (42 CFR Ch. IV (10-1-11 Edition), Rule 413.65).

Response:

The proposed FSED is located approximately 7.3 miles southeast from its host hospital.

7. Access: The applicant must demonstrate an ability and willingness to serve equally all of the service area in which it seeks certification. In addition to the

factors set forth in HSDA Rule 0720-11-.01(1) (listing factors concerning need on which an application may be evaluated), the HSDA may choose to give special consideration to an applicant that is able to show that there is limited access to ED services in the proposed Service Area.

Response:

The two closest EDs are within approximately 7 miles and 10 miles and are both TriStar hospitals, one to the north and one to the south on I-24. The drive times could be shortened drastically with the addition of a FSED in the middle of the zip code, therefore providing better access to emergent care for almost 100,000 persons. In emergent situations, travel time to appropriate care is the most important consideration.

8. Services to High-Need Populations: Special consideration shall be given to applicants providing services fulfilling the unique needs and requirements of certain high-need populations, including patients who are uninsured, low income, or patients with limited access to emergency care.

Response:

The TriStar Southern Hills ED does serve, and the applicant's EDs at both locations will continue to serve, significant numbers of uninsured and low income patients presenting with emergency care needs. The applicant's payor mix at its existing ED in CY2017 included 23.4% uncompensated care.

Need-1-SHP Standard 8-Table N: Applicant's ED Payor Mix in CY2017				
	Patients from 37013		All Patients	
Payor Group	Cases	% of Total	Cases	% of Total
Medicare	1,947	14.3%	7,823	15.9%
Medicaid	5,629	41.3%	18,375	37.4%
Commercial	2,779	20.4%	9,100	18.5%
Uncompensated	2,623	19.3%	11,492	23.4%
Other	646	4.7%	2,399	4.8%
Grand Total	**13,624**	**100.0%**	**49,189**	**100.0%**

Source: Hospital Management

9. Establishment of Non-Rural Service Area: The geographic service area shall be reasonable and based on an optimal balance between population density and service proximity of the applicant. The socio-demographics of the service area and the projected population to receive services shall be considered. The applicant shall demonstrate the orderly development of emergency services by providing information regarding current patient origin by ZIP Code for the hospital's existing ED in relation to the proposed service area for the FSED.

Response:

The project reflects an optimal balance between population and service proximity. The primary service area zip code has an unusually large (c. 100,000) population and a very rapid growth rate (14.04%between 2011 and 2016 according to the U.S. Census). The area generated 39,479 emergency room visits in CY2017. Approximately 35.3% of those (13,929) were to the applicant's ED, and they comprised 27.7% of the applicant ED's total treated patients that year.

Establishment of a Rural Service Area: Applicants seeking to establish a freestanding emergency department in a rural area with limited access to emergency medical care shall establish a service area based upon need. The applicant shall demonstrate the orderly development of emergency services by providing information regarding patient origin by ZIP Code for the proposed service area for the FSED.

Response:

Not applicable.

10. Relationship to Existing Applicable Plans; Underserved Area and Population: The proposal's relationship to underserved geographic areas and underserved population groups shall be a significant consideration.

Response:

The applicant is the highest utilized ED service provider to the patients in the primary service area, and the primary service area is the second largest source of ED visits for the applicant's existing ED. This has been addressed throughout this section of responses and throughout the application.

Need-1-SHP Standard 10-Table O: Designated Underserved Areas and Population Groups				
Proposed PSA Zip Code	**Medically Underserved Area?**	**Medically Underserved Populations?**	**Health Professional Shortage Area?**	**Shortage Area for Mental Health Services?**
37013	**not indicated**	**not indicated**	**not indicated**	**not indicated**

Note: Zip code 37013 has no indicated Federal designations on the Data Warehouse Site, for the above categories.

11. Composition of Services: Laboratory and radiology services, including but not limited to XRAY and CT scanners, shall be available on-site during all hours of operation. The FSED should also have ready access to pharmacy services and respiratory services during all hours of operation.

Response:

Need-1-SHP Standard 10-Table P: Composition of Services			
Service	**Hours Available**	**On-Site?**	**Contracted or In-House?**
Laboratory	24/7/365	Yes	In-House
X-Ray	24/7/365	Yes	In-House
CT Scan	24/7/365	Yes	In-House
Ultrasound	24/7/365	Yes	In-House
Pharmacy	24/7/365	Yes	In-House
Respiratory	24/7/365	Yes	In-House
Other	NA	NA	NA

12. Pediatric Care: Applicants should demonstrate a commitment to maintaining at least a Primary Level of pediatric care at the FSED as defined by CHAPTER 1200-08-30 Standards for Pediatric Emergency Care Facilities including staffing levels, pediatric equipment, staff training, and pediatric services. Applicants should include information detailing the expertise, capabilities, and/or training of staff to stabilize or serve pediatric patients. Additionally, applicants shall demonstrate a referral relationship, including a plan for the rapid transport, to at least a general level pediatric emergency care facility to allow for a specialized higher level of care for pediatric patients when required.

Response:

The applicant's ED is classified as Basic Level pediatric care. Its medical staff and department staff are therefore trained and qualified to serve pediatric patients, and do so daily. Approximately 17% of the ED patients in CY 2017 were children and adolescents. The satellite FSED will share that classification and those competencies. It will be staffed by the same Emergency Physician group that covers the main campus ED. The physicians are required to have PALS (Pediatric Advanced Life Support) certification.

When needed, transfer to higher levels of pediatric care at both TriStar Centennial Children's Hospital and Vanderbilt Children's Hospital will be provided at the satellite as they are currently provided at the applicant's existing main campus ED.

13. Assurance of Resources: The applicant shall document that it will provide the resources necessary to properly support the applicable level of emergency services. Included in such documentation shall be a letter of support from the applicant's governing board of directors or Chief Financial Officer documenting the full commitment of the applicant to develop and maintain the facility resources, equipment, and staffing to provide the appropriate emergency services. The applicant shall also document the financial costs of maintaining these resources and its ability to sustain them to ensure quality treatment of patients in the ED continuum of care.

Response:

Please see the Attachments for documentation of the applicant's commitment, which is incorporated into the funding assurance letter from TriStar's Chief Financial Officer. The financial costs of maintaining and sustaining the resources necessary for this are set forth in the Projected Data Charts for the project, at a later section of this application.

14. Adequate Staffing ("Non-Rural Staffing Requirements"): An applicant shall document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application and that such personnel are available in the proposed service area. Each applicant shall outline planned staffing patterns including the number and type of physicians and nurses. Each FSED is required to be staffed by at least one physician and at least one registered nurse at all times (24/7/365). Physicians staffing the FSED should be board certified or board eligible emergency physicians. If significant barriers exist that limit the applicant's ability to recruit a board certified or board eligible emergency physician, the applicant shall document these barriers for the HSDA to take into consideration. Applicants are encouraged to staff the FSED with registered nurses certified in emergency nursing care and/or advanced cardiac life support. The medical staff of the FSED shall be part of the hospital's single organized medical staff, governed by the same bylaws. The nursing staff of the FSED shall be part of the hospital's single organized nursing staff. The nursing services provided shall comply with the hospital's standards of care and written policies and procedures.

Response:

Table: Southern Hills Medical Center Satellite ED at Antioch
Projected Staffing - By Shift

Position Classification	Projected FTEs (Yr 1)	Day Shift 8:00 A.M.-5:00 P.M.	Day Shift 7:00 A.M.-7:00 P.M.	Night Shift 7:00 A.M.-7:00 P.M.	Total
A. Direct Patient Care Positions					
Registered Nurse	8.40		4.20	4.20	8.40
EMT/Paramedic	4.20		2.10	2.10	4.20
CT/Rad Tech	4.20		2.10	2.10	4.20
Lab Tech	4.20		2.10	2.10	4.20
Total Direct Patient Care Positions	**21.00**		**10.50**	**10.50**	**21.00**
B. Non-Patient Care Positions					
Administrator/Clinical Manager	1.00	1.00	0.00	0.00	1.00
Total Non-Patient Care Positions	**1.00**	**1.00**	**0.00**	**0.00**	**1.00**
Total Employees (A + B)	**22.00**	**1.00**	**10.50**	**10.50**	**22.00**
C. Contractual Staff					
Housekeeper	2.10		0.00	2.10	2.10
Registration	4.20		2.10	2.10	4.20
Security Guard	4.20		2.10	2.10	4.20
Physician(EMCARE Non-employed) 4.2 FTE					
Total Contract Staff	**10.50**	**0.00**	**4.20**	**6.30**	**10.50**
Total Staff (A+B+C)	**32.50**	**1.00**	**14.70**	**16.80**	**32.50**

This FSED will be operationally integrated with the main campus ED. As such, it will comply with all of the specific State Health Plan standards identified above for staffing planning and recruitment; training and competencies; supervision; the presence of at least one Board-certified Emergency Physician and RN at all times, 24/7/365; staffing with RN's; operation under the same bylaws, hospital medical staff and nursing staff organizations, and hospital standards of care and written policies and procedures.

The Medical Director of the TriStar Southern Hills emergency department is Dr. Mark Byram, M.D. A copy of Dr. Byram's C.V. is attached as Attachment B-Need State Health Plan 14.

Adequate Staffing of a Rural FSED: An applicant shall document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application and that such personnel are available in the proposed service area. Each applicant shall outline planned staffing patterns including the number and type of physicians. FSEDs proposed to be located in rural areas are required to be staffed in accordance with the Code of Federal Regulations Title 42, Chapter IV, Subchapter G, Part 485, Subpart F – Conditions of Participation: Critical Access Hospitals (CAHs). This standard requires a physician, nurse practitioner, clinical nurse specialist, or physician assistant be available at all times the CAH operates. The standard additionally requires a registered nurse, clinical nurse specialist, or licensed practical nurse to be on duty whenever the CAH has one or more inpatients. However, because FSEDs shall be in operation 24/7/365 and because they will not have inpatients, a registered nurse, clinical nurse specialist, or licensed practical nurse shall be on duty at all times (24/7/365). Additionally, due to the nature of the emergency services provided at an FSED and the hours of operation, a physician, nurse practitioner, clinical nurse specialist, or physician assistant shall be on site at all times.

*Source:*http://www.ecfr.gov/cgi-bin/text-idx?rgn=div6&node=42:5.0.1.1.4.4#se42.5.485_1631

Rationale: FSEDs should be staffed with a physician who is board-certified or board-eligible in emergency medicine and a registered nurse in order to ensure the facility is capable of providing the care necessary to treat and/or stabilize patients seeking emergency care. The HSDA should consider evidence provided by the applicant that demonstrates significant barriers to the recruitment a physician who is board-certified or board-eligible in emergency medicine exist.

Rural FSEDs should be awarded flexibility in terms of staffing in accordance with federal regulations. Additionally, flexibility in staffing requirements takes into account the limited availability of medical staff in certain rural regions of the state.

Response:

Not applicable.

15. Medical Records: The medical records of the FSED shall be integrated into a unified retrieval system with the host hospital.

Response:

This is in place at the existing ED and will be in place at the FSED. An electronic health record is maintained to improve quality and availability of information.

15. Stabilization and Transfer Availability for Emergent Cases: The applicant shall demonstrate the ability of the proposed FSED to perform stabilizing treatment within the FSED and demonstrate a plan for the rapid transport of patients from the FSED to the most appropriate facility with a higher level of emergency care for further treatment. The applicant is encouraged to include air ambulance transport and an on-site helipad in its plan for rapid transport. The stabilization and transfer of emergent cases must be in accordance with the Emergency Medical Treatment and Labor Act.

Response:

The applicant is not a new provider of emergency care. It is an existing provider that routinely arranges appropriate stabilization and transport to the most appropriate facility if higher levels of care are needed. The FSED, like the host hospital, does not have a formal heliport planned given their distance from TriStar Centennial Medical Center or Vanderbilt Medical Center and the good availability of ambulance transport when needed. However, building a heliport would be reconsidered if patient care dictated this once the FSED is opened. In CY2017, the applicant made 1,471 such transfers from its ED (including behavioral health), out of a total of almost 50,000 ED visits which equates to only 3% of the overall visits.

16. Education and Signage: Applicants must demonstrate how the organization will educate communities and emergency medical services (EMS) on the capabilities of the proposed FSED and the ability for the rapid transport of patients from the FSED to the most appropriate hospital for further treatment. It should also inform the community that inpatient services are not provided at the facility and patients requiring inpatient care will be transported by EMS to a full service hospital. The name, signage, and other forms of communication of the FSED shall clearly indicate that it provides care for emergency and/or urgent medical conditions without the requirement of a scheduled appointment. The applicant is encouraged to demonstrate a plan for educating the community on appropriate use of emergency services contrasted with appropriate use of urgent or primary care.

Rationale: CMS S&C Memo 08-08, 2008, "...encourages hospitals with off-campus EDs to educate communities and EMS agencies in their service area about the operating hours and capabilities available at the off-campus ED, as well as the hospital's capabilities for rapid transport of patients from the off-campus ED to the main campus for further treatment".

The memorandum is available at the following link:
https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/SurveyCertificationGenInfo/downloads/SCletter08-08.pdf

Response:

The hospital will educate the community regarding the availability of emergency care at the Antioch FSED. They will be educated through the development of written brochures available at the FSED and main hospital, social media messages, website information, and mailings. The community will be educated about services provided at the FSED and the facilitation of transfers for inpatient care. TriStar Southern Hills is actively involved in community activities and engaged in community boards in Antioch which will provide avenues for further education of Antioch residents.

17. Community Linkage Plan: The applicant shall describe its participation, if any, in a community linkage plan, including its relationships with appropriate health and outpatient behavioral health care system, including mental health and substance use, providers/services, providers of psychiatric inpatient services, and working agreements with other related community services assuring continuity of care. The applicant is encouraged to include primary prevention initiatives in the community linkage plan that would address risk factors leading to the increased likelihood of ED usage.

Rationale: The State Health Plan moved from a primary emphasis of health care to an emphasis on "health protection and promotion". The development of primary prevention initiatives for the community advances the mission of the State Health Plan.

Response:

TriStar Southern Hills works closely with Neighborhood Health, a FQHC located on the campus of the hospital. The hospital also works with a network of physician practices and CareNow Urgent Care Centers to ensure continuity of care for patients.

18. Data Requirements: Applicants shall agree to provide the Department of Health and/or the HSDA with all reasonably requested information and statistical data related to the operation and provision of services and to report that data in the time and format requested. As a standard practice, existing data reporting streams will be relied upon and adapted over time to collect all needed information.

Response:

The applicant so agrees.

19. Quality Control and Monitoring: The applicant shall identify and document its existing or proposed plan for data reporting, quality improvement, and outcome and process monitoring system. The FSED shall be integrated into the host hospital's quality assessment and process improvement processes.

Rationale: This section supports the State Health Plan's Fourth Principle for Achieving Better Health regarding quality of care.

Response:

The Antioch FSED will be included in TriStar Southern Hills' Quality Assessment and Process Improvement programs.

20. Provider-Based Status: The applicant shall comply with regulations set forth by 42 CFR 413.65, *Requirements for a determination that a facility or an organization has provider-based status,* in order to obtain provider-based status. The applicant shall demonstrate eligibility to receive Medicare and Medicaid reimbursement, willingness to serve emergency uninsured patients, and plans to contract with commercial health insurers.

Rationale: FSEDs should operate under the same guidelines as traditional emergency departments. This includes providing service to all patients regardless of ability to pay and acceptance of Medicare, Medicaid, and commercial insurance.

Response:

The applicant is an existing provider with current eligibility for Medicare and Medicaid reimbursement and the applicant will operate the proposed FSED in compliance with these guidelines, just as it operates its main campus ED.

21. Licensure and Quality Considerations: Any applicant for this CON service category shall be in compliance with the appropriate rules of the TDH, the EMTALA, along with any other existing applicable federal guidance and regulation. The applicant shall also demonstrate its accreditation status with the Joint Commission or other applicable accrediting agency. The FSED shall be subject to the same accrediting standards as the licensed hospital with which it is associated.

Note: Federal legislation, the Rural Emergency Acute Care Hospital (REACH Act), is under consideration. Under this legislation rural hospitals would be permitted to convert into a FSED and retain CMS recognition. If passage takes place, these standards should be considered revised in order to grant allowance to Tennessee hospitals seeking this conversion in accordance with the federal guidelines.

Response:

The applicant is in full compliance with the above standard. Evidence of accreditation and licensure are provided in the first Attachment A.4A, "Legal Status and Ownership Structure at the back of this application.

END OF RESPONSES TO STATE HEALTH PLAN REVIEW CRITERIA FOR FSED

CONTINUATION OF CON APPLICATION FORM QUESTIONS

2. Describe the relationship of this project to the applicant facility's long-range development plans, if any, and how it relates to previously approved projects of the applicant.

Since its opening, TriStar Southern Hills has been committed to meet all appropriate needs of Southeastern Davidson County patients who choose this hospital as their acute care provider. Responsive and high quality emergency care is one of the most important and visible demonstrations of providers' commitments to meet service area needs.

The applicant has endeavored to meet its service area's needs as efficiently as possible, and has achieved the largest number of visits per bed (2,178) among the twelve emergency care facilities in a three-county area south of Nashville--while also ranking in the top quartile Statewide, in four of the five measures used by Medicare to rank ED quality of timely care.

On campus, the applicant completed an ED expansion from 19 treatment beds to 23 beds in CY2015, responding to surging service area demand for emergency care.

The hospital has also been planning for several years to meet its service area's needs for emergency care at potential satellite locations. TriStar Southern Hills has focused on needs in zip codes where population growth has rapidly increased, with limited access points and where TriStar Southern Hills' patients currently reside.

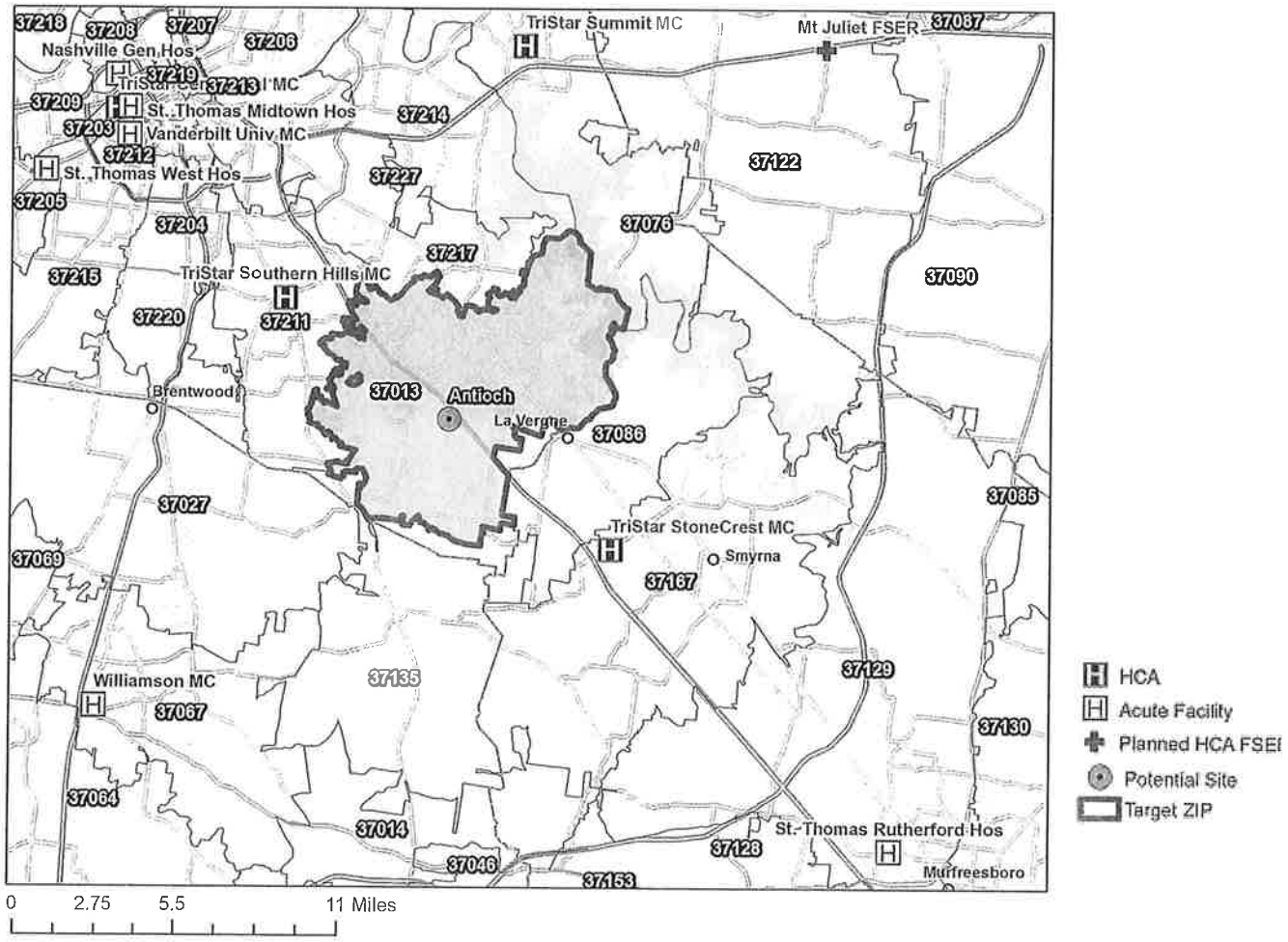
The hospital's current focus is on improving service to patients in the community from which the second most emergency care visits come, the Antioch area southeast of the hospital on both sides of I-24. TriStar Southern Hills treated 35.3% of the emergency patients coming to area hospitals from that zip code. TriStar Southern Hills market share was 80% higher than the second largest provider's market share. This application is being filed timely, as the Antioch zip code is growing rapidly, and without a project such as this, TriStar Southern Hills will be hard-pressed to serve new growth in visits from that area while still maintaining the high quality of care that is currently delivered within the emergency department.

As the Agency is aware, the applicant sought to expand its ED by building an FSED in southern Davidson County near Brentwood and that was rejected in large measure because the Agency found that it would not be apt to service the hospital's burgeoning patient population from Antioch. The Agency found that "the proposed facility will not be well positioned to serve the majority of 37211 or Antioch (37013), which together accounted for the highest increase in patient volume at Southern Hills' ED between 2012 and 2015." Final Order at p. 29, ¶ 81.

This application addresses exactly what the Agency found lacking in the former application: the Antioch FSED will be in Antioch, making it well positioned to serve the majority of TriStar Southern Hills' patient population.

3. Identify the proposed service area and justify the reasonableness of that proposed area. Submit a county level map for the Tennessee portion of the service area, using the map on the following page, clearly marked to reflect the service area as it relates to meeting the requirements for CON criteria and standards that may apply to the project. Please include a discussion of the inclusion of counties in the bordering states, if applicable.

The primary service area map is provided below, and also in Attachment Section B-Need-3. The primary service area is defined as zip code 37013. It will provide 95% of the total visits to the proposed FSED. In 2017, this single zip code of almost 100,000 residents sent 13,624 patients to be treated at the TriStar Southern Hills Emergency Department 7.3 miles northwest of this FSED site.



The Agency has previously recognized that Antioch is an area well-suited for a TriStar Southern Hills FSED. The Final Order in CN1412-050D, as adopted by the Agency, concluded that the Antioch area would be an excellent location for an FSED:

> "**Antioch is currently underserved from a healthcare perspective as medical services have not followed the population growth in the area. Antioch residents are currently forced to travel for their healthcare, with 41% of Antioch residents going to Southern Hills for their emergency room needs.**" Final Order at p. 35, ¶ 99 (emphasis added).

3. (Continued) Please complete the following tables, if applicable:

Table B-Need-3

Service Area Zip Code	CY2016 Utilization of Southern Hills ED by Service Area Residents	% of Zip Code's Total ED Visits (39,479)
37013	13,929	35.3%

Service Area Zip Code	CY2016 Utilization of Southern Hills ED by Service Area Residents	% of Southern Hills Total ED Visits (50,300)
37013	13,929	27.7%

Service Area Zip Code	Projected Year 2 (CY2021) Utilization of Southern Hills Combined EDs By Service Area Residents	% of Zip Code's Projected Total ED Visits
37013	25,768	55%

Service Area Zip Code	Projected Year 2 (CY2021) Utilization of Southern Hills Combined EDs By Service Area Residents	% of Southern Hills Projected Total ED Visits
37013	25,768	40.9%

Source: Hospital Management

4A(1). Describe the demographics of the population to be served by the proposal.

The table on the following page indicates that the primary service area zip code has a current population of 99,928 persons, which will increase to 113,040 persons between 2018 and CY2022. The year 2022 will be the third year of operation for the proposed FSED. If that occurs, the growth rate will be 13.1% over the period. That will be almost as fast a growth rate as Williamson County (14.2%), faster than the growth rate of Rutherford County (10.9%), and three times the growth rate of the State (4.4%).

The primary service area zip code population is younger than the State average (31.9 years of age compared to 38.5 years Statewide), and younger than the populations of Davidson, Rutherford and Williamson Counties (34.2; 32.9; and 39.0 respectively). The primary service area's median household income is $49,805; which is higher than the State's, but lower than those of the three referenced counties nearby.

The primary service area poverty level is 15.1% of the population, compared to 17.2% Statewide, and 17.7%, 12.6%, and 5.2% for Davidson, Rutherford, and Williamson Counties, respectively. TennCare enrollment by zip code is not available so it cannot be compared to those of the surrounding counties.

A(2). Using current and projected population data from the Department of Health, the most recent enrollee data from the Bureau of TennCare, and demographic information from the U.S. Census Bureau, complete the following table and include data for each county in your proposed service area.

Projected Population Data:

http://www.tn.gov/health/article/statistics-population

TennCare Enrollment Data:

http://www.tn.gov/tenncare/topic/enrollment-data

Census Bureau Fact Finder:

http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml

Please see the table on the following page.

Table B-Need-4a(1)-(a): Demographic Data of Counties Surrounding the Primary Service Area							
	Department of Health / Health Statistics						
Counties Containing the PSA	Current Total Population 2018	Projected Total Population 2022	Total Population %Change 2018-22	Current Target Population (All Ages) 2018	Projected Target Population (All Ages) 2022	Projected Target Population (All Ages) % Change 2018-22	Projected Target Population (All Ages) As % of Projected Total Population 2022
Davidson	698,061	730,404	4.6%	698,061	730,404	4.6%	100.0%
Rutherford	332,411	368,752	10.9%	332,411	368,752	10.9%	100.0%
Williamson	225,526	257,635	14.2%	225,526	257,635	14.2%	100.0%
Co. Totals	***1,255,998***	***1,356,791***	***8.0%***	***1,255,998***	***1,356,791***	***8.0%***	***100.0%***
State of TN	6,960,524	7,263,893	4.4%	6,960,524	7,263,893	4.4%	100.0%

	Bureau of the Census				TennCare	
Counties Containing the PSA	Median Age	Median Household Income	Persons Below Poverty Level	Persons Below Poverty Level as % of Total Population	Current TennCare Enrollees (January 2018)	TennCare Enrollees as % of Total County Population
Davidson	34.2	$50,484	123,557	17.7%	142,702	20.4%
Rutherford	32.9	$58,032	41,884	12.6%	51,881	15.6%
Williamson	39.0	$100,140	11,727	5.2%	12,650	5.6%
Co. Totals	***35.4***	***$69,552***	***177,168***	***14.1%***	***207,233***	***16.5%***
State of TN	38.5	$46,574	1,197,210	17.2%	1,476,375	21.2%

Table B-Need-4a(1)(b): Demographic Data of the Primary Service Area (Zip Code 37013)							
	Department of Health / Health Statistics						
Primary Service Area Zip Code	Current Total Population 2018	Projected Total Population 2022	Total Population %Change 2018-22	Current Target Population (All Ages) 2018	Projected Target Population (All Ages) 2022	Projected Target Population (All Ages) % Change 2018-22	Projected Target Population (All Ages) As % of Projected Total Population 2022
37013	99,928	113,040	13.1%	99,928	113,040	13.1%	100.0%
State of TN	6,960,524	7,263,893	4.4%	6,960,524	7,263,893	4.4%	100.0%

	Bureau of the Census				TennCare	
Primary Service Area Zip Code	Median Age	Median Household Income	Persons Below Poverty Level	Persons Below Poverty Level as % of Total Population	Current TennCare Enrollees (January 2018)	TennCare Enrollees as % of Total County Population
37013	31.9	$49,805	15,089	15.1%	na	na
State of TN	38.5	$46,574	1,197,210	17.2%	1,476,375	21.2%

B. Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly the elderly, women, racial and ethnic minorities, and low-income groups. Document how the business plans of the facility will take into consideration the special needs of the service area population.

The project addresses only the emergency care needs of the service area population. In accordance with the applicant's practice, and with applicable Federal and State law, all patients presenting at this FSED with emergency care needs will be served without regard to age, gender, race, ethnicity, income, or insurance--just as they are being served at the TriStar Southern Hills main hospital ED.

TriStar Southern Hills has experience serving a diverse patient population. As the hospital of choice for this community, residents already seek care at the main hospital location. The Antioch community is comprised of 36.9% African American and 15.7% Hispanic population. TriStar Southern Hills has a diverse employee, medical staff, and Board composition that mirrors the community we serve. In the Antioch community survey that was conducted in February 2018, 56% of African Americans and 41% of Hispanics said they use emergency rooms for general health care services, which was higher than white respondents.

5. Describe the existing and approved but unimplemented services of similar healthcare providers in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. List each provider and its utilization and/or occupancy individually. Inpatient bed projects must provide the following data: admissions or discharges, patient days, average length of stay, and occupancy. Other projects should use the appropriate measures, e.g., cases, procedures, visits, admissions, etc. <u>This does not apply to projects that are solely relocating a service.</u>

<u>Emergency Care Providers</u>

There are no similar providers in the project's service area. Residents of this zip code utilize emergency departments at 12 locations in three counties surrounding the project.

Tables on the following pages identify those providers by name and location, and provide their historic utilization (patients treated) as recorded in their Joint Annual Reports.

During their last three reported years, this group of ED providers has experienced an increase of approximately 8% in patients treated. In comparison, the applicant's ED utilization increased 13.5% during that same period.

Table B-Need-5A(1): Utilization of ED's Serving the Primary Service Area 2014-2016					
		Treated Patient Visits			
County	Facility	2014	2015	2016	% Change 2014-2016
Williamson	Williamson Medical Center	34,792	37,172	44,907	29.1%
Davidson	Saint Thomas West	33,011	35,500	37,567	13.8%
Davidson	***TriStar So. Hills Med. Center***	***44,124***	***48,559***	***50,087***	***13.5%***
Davidson	TriStar Skyline Med. Center	60,191	65,674	67,849	12.7%
Davidson	Saint Thomas Midtown	49,173	50,308	52,741	7.3%
Davidson	Vanderbilt Univ. Med. Center	118,590	121,663	123,040	3.8%
Rutherford	Saint Thomas Rutherford	83,395	87,721	86,158	3.3%
Davidson	TriStar Centennial Med. Center	57,533	63,781	57,189	-0.6%
Davidson	TriStar Summit Med. Center	55,154	59,803	54,823	-0.6%
Rutherford	TriStar StoneCrest Med. Center	49,656	52,076	48,397	-2.5%
Davidson	General Hospital	36,605	36,959	34,889	-4.7%
Williamson	TriStar Centennial ED/Spring Hill			15,458	NA
	Total Patients Treated in 3-County Area EDs	***622,224***	***659,216***	***673,105***	***8.2%***

Source: Joint Annual Reports.

Table B-Need-5A(2): Emergency Departments Used by Primary Service Area Residents In CY 2016					
Ranked By Visits Per Bed (2016)					
System	County	Facility	Treatment Spaces	Patients Treated (Visits)	Visits Per Bed
TriStar	***Davidson***	***TriStar Sou. Hills Medical Center***	***23***	***50,087***	***2,178***
TriStar	Davidson	TriStar Centennial Medical Center	27	57,189	2,118
TriStar	Rutherford	TriStar StoneCrest Medical Center	24	48,397	2,017
Ascension	Rutherford	Saint Thomas Rutherford	49	86,158	1,758
TriStar	Davidson	TriStar Summit Medical Center	32	54,823	1,713
Ascension	Davidson	Saint Thomas Midtown	32	52,741	1,648
TriStar	Davidson	TriStar Skyline Medical Center	44	67,849	1,542
Independent	Davidson	General Hospital	23	34,889	1,517
Ascension	Davidson	Saint Thomas West	27	37,567	1,391
TriStar	Williamson	TriStar Centennial ED at Spring Hill	12	15,458	1,288
Independent	Williamson	Williamson Medical Center	36	44,907	1,247
Independent	Davidson	Vanderbilt U. Medical Center	113	123,040	1,089
		Total, All Providers	***442***	***673,105***	***1,523***

Ranked By Number of ED Patients Treated (CY2016)					
System	County	Facility	Treatment Spaces	Patients Treated (Visits)	Visits Per Bed
Independent	Davidson	Vanderbilt U. Medical Center	113	123,040	1,089
Ascension	Rutherford	Saint Thomas Rutherford	49	86,158	1,758
TriStar	Davidson	TriStar Skyline Medical Center	44	67,849	1,542
TriStar	Davidson	TriStar Centennial Medical Center	27	57,189	2,118
TriStar	Davidson	TriStar Summit Medical Center	32	54,823	1,713
Ascension	Davidson	Saint Thomas Midtown	32	52,741	1,648
TriStar	***Davidson***	***TriStar Sou. Hills Medical Center***	***23***	***50,087***	***2,178***
TriStar	Rutherford	TriStar StoneCrest Medical Center	24	48,397	2,017
Independent	Williamson	Williamson Medical Center	36	44,907	1,247
Ascension	Davidson	Saint Thomas West	27	37,567	1,391
Independent	Davidson	General Hospital	23	34,889	1,517
TriStar	Williamson	TriStar Centennial ED at Spring Hill	12	15,458	1,288
		Total, All Providers	***442***	***673,105***	***1,523***

Urgent Care Providers, Clinics, Ambulance Stations

Minor, low acuity conditions can often be served in an urgent care center or physician's office. They are not licensed acute care facilities. They do not publicly report utilization. For medical emergencies, they are not acceptable alternatives to a hospital-operated emergency room.

Below is a list of urgent care centers and walk-in clinics in the primary service area, with what information is available from their websites.

The urgent care clinics and walk-in clinics are not available 24 hours daily. The CareNow in Antioch opened on August 15, 2017 and saw 46 patients per day in January 2018. The applicant does not know the Minute Clinic's levels of clinical staffing, their willingness to accept payments by credit cards, the ability to bill by invoice, or to intentionally provide care to persons who cannot pay and have no insurance.

Another important distinction between a hospital-affiliated FSED and an urgent care clinic relates to the obligation to serve all patients regardless of ability to pay. An urgent care center has no obligation to do so. A hospital-affiliated FSED is required to serve all patients presenting to it regardless of payor source or ability to pay.

The next pages compare services that are typically available in emergency rooms compared to those of urgent care centers, and a list of the Emergency Medical Services (EMS) locations in and near the primary service area (zip code 37013).

Urgent Care Clinics

CareNow Urgent Care
5304 Cane Ridge Road, Antioch, TN 37013
Hours of operation: 8am-7pm daily

Walk-in Clinics

Minute Clinic
2788 Murfreesboro Pike, Antioch, TN 37013
Hours of operation: 8am-7pm Mon-Fri, 9a – 5:30pm Sat; 10am-5:30pm Sun

CAPABILITIES OF THE EMERGENCY DEPARTMENT COMPARED TO TYPICAL URGENT CARE CENTERS			
Condition/Need	**Urgent Care**	**Southern Hills Main ED**	**Proposed Southern Hills Satellite ED**
Broken Bones		x	x
Basic Lab Services		x	x
Complex Lab Services		x	x
Basic Radiological Services	x	x	x
Complex Radiological Services		x	x
Fevers/Rashes	x	x	x
Sore Throat/ Ear Infections	x	x	x
Orthopedic Care Requiring an MRI		x	
Prescriptions Written	x	x	x
Migraines	x	x	x
Minor Burns	x	x	x
Respiratory Infections	x	x	x
X-Rays	x	x	x
Advanced Life Support		x	x
Severe Chest Pain		x	x
Deep Puncture Wounds		x	x
Traumatic Injuries		x	x
Dizziness	x	x	x
Patients in Labor with medical problems		x	x
Patients requiring surgery		x (not major trauma)	x (not major trauma)
The Flu	x	x	x
Back Pain	x	x	x
Sprains	x	x	x
Toothache	x	x	x

Emergency Medical Stations--Davidson County Fire Department

The Davidson County Fire Department provides emergency ambulance services to the Antioch area. Any ambulance can respond to any calls within Davidson County.

However, Chief Joaquin Toon has told the applicant that there is only one station (#33) within the 37013 zip code, and it has two ambulances. It would be the normal first responder for 911 calls to Metro. There are three other stations outside the zip code that would typically respond to calls for emergency transport in the Antioch area, if Station #33 is unavailable. All four stations are listed below.

Station	Address
#33	2501 Forest View Drive, Nashville 37013
#4	5111 Harding Place, Nashville 37211
#6	377 Haywood Lane, Nashville 37211
#10	Old Hickory and Edmondson Pike, Nashville 37211

6. Provide applicable utilization and/or occupancy statistics for your institution for each of the past three years and the projected annual utilization for each of the two years following completion of the project. Additionally, provide the details regarding the methodology used to project utilization. The methodology must include detailed calculations or documentation from referral sources, and identification of all assumptions.

The tables on the following pages provide the requested historic and projected utilization of the applicant's existing ED and this proposed FSED project in Antioch, and the applicant's calculations of visits available in the primary service area.

1. The applicant identified the estimated population of the PSA in CY 2011 and in CY 2016 (Source: Community Surveys of the U.S. Census Bureau). During the most recent five years, the population gain in this zip code was 14.04%.

2. The PSA was projected to keep growing at the same rate over the next five-year period, CY 2016 through CY 2021 (Year Two of the project).

3. The treated patient ED visits from that zip code in 2016 (the most recent year) were identified using THA data.

4. The PSA zip code's CY 2016 ED visit rate per thousand population was identified as 422.8.

5. The zip code's 5-year ED use rate (422.8) was applied to its projected population to indicate the number of anticipated patient ED visits that the zip code population will generate to all Tennessee ED providers in the projection years.

6. The utilization of area EDs by Antioch residents in CY 2016 was evaluated. The applicant received 13,929 visits from the PSA (35.3% of all visits from the PSA); and the applicant's affiliated TriStar hospitals received 11,589 visits (29.4% of all visits from the PSA). These totaled 25,518 (64.7%) of the zip code's 39,479 total ED visits to all hospitals.

7. The CY 2020 (Year One) utilization of the FSED was projected at 13,506 visits. The applicant projects that 40% of those visits (5,402) will be shifted within the PSA from TriStar Southern Hills, and that 20% of those visits (2,701) will be shifted within the PSA from other TriStar hospitals.

In total, 60% of this FSED's visits will come from patients within the primary service area who are already within the TriStar network. In Year One, only 40% (5,403 visits) will come from all other sources, including from outside of the Antioch zip code, from non-TriStar EDs, and from anticipated population growth in Antioch. The addition of another emergency department location will allow for existing area hospitals to accommodate the rapid growth of middle Tennessee residents outside of Antioch. In Davidson County excluding Antioch, it is expected that there will be 329,493 ED visits in 2020, the first projected year of the FSED operation. This is an increase of 3,743 visits from 2019 based on organic population growth alone in the remainder of Davidson County. Similarly, the growth in 2019 for Williamson and Rutherford Counties represents an increase of 5,113 visits from organic population growth, resulting in a three county total increase of 8,856 visits. Therefore, the development of the new Antioch FSED would allow other hospitals in Davidson, Rutherford and Williamson County to replace the potential lost visits in 223 days or .61 years.

8. The FSED's Year Two utilization was projected to increase 15% above its Year One utilization.

Table B-Need-6A: PSA (Zip Code 37013) Growth Rate and ED Visit Rate	
Population of Zip Code 37013 in 2016	93,372
ED Visits to All Destinations in 2016	39,479
ED Visits / 000 Population to All Destinations in 2016	422.8
ED Visits to TriStar So. Hills Med Center in 2016 (35.3% of PSA Total Visits)	13,929
2011 Population	76,983
2016 Population	93,372
Increase in 5 Years	16,389
Current Five-Year Growth Rate	14.04%

Table B-Need-6B: Projected FSED Visits						
	2016	2017	2018	2019	Yr 1 2020	Yr 2 2021
PSA Population @ Current Straight Line Growth Rate	93,372	96,650	99,928	103,206	106,484	109,762
PSA's ED Visits / 000 Population	422.8	422.8	422.8	422.8	422.8	422.8
PSA's ED Visits to All Destinations	39,479	40,864	42,250	43,635	45,021	46,407
FSED Visits @ 30% & 33.5% Yrs 1-2					13,506	15,532
Visits Shifted from TriStar So Hills in PSA					5,403	5,403
Visits Shifted from Other TriStar EDs in PSA					2,701	2,701
Visits Shifted from Non-TriStar Hospitals & Pop. Growth & In-migration					5,403	7,428

Table B-Need-6C: Distribution of Visits Between Main and Satellite Emergency Departments							
	Actual 2015	Actual 2016	Actual 2017	Projected 2018	Projected 2019	Projected Yr 1 2020	Projected Yr 2 2021
Main ED							
Visits	48,559	50,087	49,322	49,815	50,313	45,415	45,869
Beds	23	23	23	23	23	23	23
Visits Per Bed	2,111	2,178	2,144	2,166	2,188	1,975	1,994
Satellite ED							
Visits						13,506	15,532
Beds						11	11
Visits Per Bed						1,228	1,412
Combined ED's							
Visits						58,921	61,401
Beds						34	34
Visits Per Bed						1,733	1,806

Table B-Need-6(C): TriStar Southern Hills Emergency Department Patients Treated By Level of Acuity							
	2015	**2016**	**2017**	**2018**	**2019**	**Yr 1 2020**	**Yr 2 2021**
Main ED							
Level I	1,058	974	986	996	1,006	919	928
Level II	2,287	2,353	2,824	2,852	2,881	2,635	2,661
Level III	25,691	24,671	23,934	24,173	24,415	21,932	22,151
Level IV	13,566	16,069	18,484	18,669	18,856	17,330	17,503
Level V	5,675	6,126	3,094	3,125	3,156	2,599	2,625
Main ED Total	**48,277**	**50,193**	**49,322**	**49,815**	**50,313**	**45,415**	**45,869**
FSED							
Level I						243	279
Level II						688	791
Level III						6,817	7,839
Level IV						4,286	4,929
Level V						1,472	1,694
FSED Total						**13,506**	**15,532**
Combined ED's Total						**58,921**	**61,401**

DEFINITIONS OF ACUITY
USED BY TRISTAR SOUTHERN HILLS MEDICAL CENTER ED
FOR TRIAGE

I. (Non-Urgent): Condition requires no ED resources. Appropriate patients for care in a fast track area.

Vital Signs: Once only unless condition changes and upon discharge; if stay in the ED exceeds 90 minutes or if any vital signs were abnormal upon arrival.

II. (Less-urgent) Condition requires one resource for a disposition decision to be reached. These patients may safely wait for evaluation. Routine care is required. Care can be delayed for patient to be treated with more acute problems. Appropriate patients for care in a fast track area.

Vital Signs: Only once unless condition changes and upon discharge; if stay in the ED exceeds 90 minutes or if any vital signs were abnormal upon arrival.

III. (Urgent) These patients require 2 or more resources (labs, EKG, X-ray, IV Fluids) for a disposition decision to be reached. The patient is stable for the interim but requires emergency department resources.

Vital Signs: Upon triage then every hour if one or more vital sign fall out of normal parameter. Otherwise as condition warrants.

IV. (Emergent) Condition requires expeditious treatment. These patients have potential threat of loss of life, organ, limb or vision and should be seen as soon as possible in the ED or any other appropriate safe environment.

Vital signs: Upon arrival and then q5 – 15 minutes until stable. Then every 30 minutes X 2, then every hour and PRN as warranted by the patient's condition.

V. (Resuscitation) These patients have an immediate problem within primary survey components. They present with no airway, breathing, and circulation or are unresponsive. Reassessment is continuous.

Vital Signs: Upon arrival and then q5 – 15 minutes until stable. Then every 30 minutes x 2, then every hour and PRN as warranted by the patient's condition.

ECONOMIC FEASIBILITY

1. Provide the cost of the project by completing the Project Costs Chart on the following page. Justify the cost of the project.

A. All projects should have a project cost of at least $15,000 (the minimum CON Filing Fee), (See application instructions for Filing Fee.)

B. The cost of any lease, the cost of any lease (building, land, and/or equipment) should be based on fair market value or the total amount of the lease payments over the initial term of the lease, whichever is greater. Note: This applies to all equipment leases including by procedure or "per click" arrangements. The methodology used to determine the total lease cost for a "per click" arrangement must include, at a minimum, the projected procedures, the "per click" rate and the term of the lease.

C. The cost for fixed and moveable equipment includes, but is not necessarily limited to, maintenance agreements covering the expected useful life of the equipment; federal, state, and local taxes and other government assessments; and installation charges, excluding capital expenditures for physical plant renovation or in-wall shielding, which should be included under construction costs or incorporated in a facility lease.

The Project Cost Chart follows this page.

D. Complete the Square Footage Chart on page 8 and provide the documentation. Please note the Total Construction Cost reported on line 5 of the Project Cost Chart should equal the Total Construction Cost reported on the Square Footage Chart.

Please see page 15 of the application for that chart.

E. For projects that include new construction, modification, and/or renovation documentation must be provided from a licensed architect or construction professional that support the estimated construction costs. Provide a letter that includes the following:

1) A general description of the project;

2) An estimate of the cost to construct the project; and

3) A description of the status of the site's suitability for the proposed project;

4) Attesting the physical environment will conform to applicable federal standards, manufacturer's specifications and licensing agencies' requirements including the AIA Guidelines for Design and Construction of Hospital and Health Care Facilities in current use by the licensing authority.

See Attachment Section B-Economic Feasibility-1E.

PROJECT COST CHART-- SHMC SATELLITE ED AT ANTIOCH

A. Construction and equipment acquired by purchase:

1.	Architectural and Engineering Fees		$ 300,000
2.	Legal, Administrative, Consultant Fees (Excl CON Filing Fee)		60,000
3.	Acquisition of Site		0
4.	Preparation of Site		650,000
5.	Total Construction Cost	12,794 SF @ $457.25	5,850,000
6.	Contingency Fund		525,000
7.	Fixed Equipment (Not included in Construction Contract)		1,750,000
8.	Moveable Equipment (List all equipment over $50,000 as separate attachment)		
9.	Other (Specify) Telecommunications / IS		655,000
	Planning, Testing, Misc. Fees		230,000

B. Acquisition by gift, donation, or lease:

1.	Facility (inclusive of building and land)	0
2.	Building only	0
3.	Land only	3,644,606
4.	Equipment (Specify) _____	0
5.	Other (Specify) _____	0

C. Financing Costs and Fees:

1.	Interim Financing	140,000
2.	Underwriting Costs	0
3.	Reserve for One Year's Debt Service	0
4.	Other (Specify) _____	0

D. Estimated Project Cost (A+B+C) 13,804,606

E. CON Filing Fee 79,376

F. Total Estimated Project Cost (D+E) **TOTAL $** 13,883,982

Actual Capital Cost 10,239,376
Section B land leas 3,644,606

Equipment Costing $50,000 or more:

Item	Estimated Maximum Cost
GE CT Scanner	$400,000
Proteus Analog Rad Room	$150,000
GE Portable X-ray	$115,000
Logiq Ultrasound w. Accessories	$100,000

2. Identify the funding sources for this project.

Check the applicable item(s) below and briefly summarize how the project will be financed. (Documentation for the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment C, Economic Feasibility-2.)

_____A. Commercial Loan--Letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;

_____B. Tax-Exempt Bonds--copy of preliminary resolution or a letter from the issuing authority, stating favorable contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance;

_____C. General Obligation Bonds--Copy of resolution from issuing authority or minutes from the appropriate meeting;

_____D. Grants--Notification of Intent form for grant application or notice of grant award;

__x___E. Cash Reserves--Appropriate documentation from Chief Financial Officer; or

_____F. Other--Identify and document funding from all sources.

Attachment B-Economic Feasibility-2 is a funding commitment letter from the Chief Financial Officer of TriStar Health, which is the Tennessee division of HCA hospitals. As required in the State Health Plan Guidelines, it also provides assurance that the applicant will provide and maintain the funding necessary to fulfill the commitments of the application.

3. Complete Historical Data Charts on the following pages--Do not modify the Charts or submit Chart substitutions!

Historical Data Chart represents revenue and expense information for the last three (3) years for which complete data is available. Provide a Chart for the total facility and Chart just for the services being presented in the proposed project, if applicable. Only complete one chart if it suffices.

Note that "Management Fees to Affiliates" should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. "Management Fees to Non-Affiliates" should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

The following charts provide the required historical financial information for the applicant's hospital and on its existing Emergency Department.

X TOTAL FACILITY
O PROJECT ONLY

HISTORICAL DATA CHART --TRISTAR SOUTHERN HILLS MEDICAL CENTER

Give information for the last three (3) years for which complete data are available for the facility or agency.
The fiscal year begins in January.

		Year 2015	Year 2016	Year 2017
A. Utilization Data	Discharges	4,855	4,719	5,001
(Specify unit or measure)	Discharge Days	22,890	22,808	23,455
	Bed Days Incl Obs	25,283	26,074	26,631
B. Revenue from Services to Patients				
1. Inpatient Services		$ 255,805,081	$ 274,372,148	$ 305,673,205
2. Outpatient Services		169,043,545	186,597,595	217,055,689
3. Emergency Services		197,633,792	222,931,151	233,109,828
4. Other Operating Revenue		294,616	317,426	335,051
(Specify) See notes page				
Gross Operating Revenue		$ 622,777,034	$ 684,218,320	$ 756,173,773
C. Deductions from Gross Operating Revenue				
1. Contractual Adjustments		$ 501,125,632	$ 553,701,697	$ 608,274,549
2. Provision for Charity Care		4,107,455	6,808,227	6,298,114
3. Provisions for Bad Debt		9,671,734	12,180,423	22,188,679
Total Deductions		$ 514,904,821	$ 572,690,347	$ 636,761,342
NET OPERATING REVENUE		$ 107,872,213	$ 111,527,973	$ 119,412,431
D. Operating Expenses				
1. Salaries and Wages				
a. Clinical		$ 27,279,543	$ 27,291,747	$ 27,378,387
b. Non-Clinical		4,622,694	4,599,441	4,651,981
2. Physicians Salaries and Wages		0	0	0
3. Supplies		17,618,771	17,178,158	18,859,135
4. Rent				
a. Paid to Affiliates		0	0	0
b. Paid to Non-Affiliates		1,902,508	1,880,479	1,294,031
5. Management Fees				
a. Paid to Affiliates		6,899,916	7,092,128	7,929,084
b. Paid to Non-Affiliates				0
6. Other Operating Expenses See notes page.		33,428,487	34,184,482	35,858,212
Total Operating Expenses		$ 91,751,919	$ 92,226,435	$ 95,970,830
E. **Earnings Before Interest, Taxes, and Depreciation**		$ 16,120,294	$ 19,301,538	$ 23,441,601
F. Non-Operating Expenses				
1. Taxes		$		0
2. Depreciation		4,146,601	4,586,756	4,517,249
3. Interest		1,919,425	1,749,386	1,205,447
4. Other Non-Operating Expenses				
Total Non-Operating Expenses		$ 6,066,026	$ 6,336,142	$ 5,722,696

	Year 2015	Year 2016	Year 2017
NET INCOME (LOSS)	$ 10,054,268	$ 12,965,396	$ 17,718,905
G. Other Deductions			
1. Annual Principal Debt Repayment	$	$	$
2. Annual Capital Expenditure			
Total Other Deductions	$ 0	$ 0	$ 0
NET BALANCE	$ 10,054,268	$ 12,965,396	$ 17,718,905
DEPRECIATION	$	$	$
FREE CASH FLOW (Net Balance + Depreciation)	$ 10,054,268	$ 12,965,396	$ 17,718,905

X TOTAL FACILITY

PROJECT ONLY

HISTORICAL DATA CHART -- OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2015	Year 2016	Year 2017
1. Professional Services Contract	$ 2,122,640	$ 2,463,078	$ 2,463,605
2. Contract Labor	1,889,285	2,393,911	3,056,189
3. Benefits	7,995,769	7,916,771	7,956,816
4. Contract Services	12,880,746	12,806,971	14,171,935
5. Repairs and Maintenance	2,899,200	3,191,522	2,956,552
6. Ultilities	1,580,053	1,632,901	1,609,713
7. Insurance	592,503	647,985	1,055,429
8. Taxes-Non income	791,962	693,127	562,310
9. Other Operating Expense	2,676,329	2,438,216	2,025,663
10.			
Total Other Expenses	$ 33,428,487	$ 34,184,482	$ 35,858,212

0 TOTAL FACILITY
X PROJECT ONLY

HISTORICAL DATA CHART -- TSHMC EMERGENCY DEPARTMENT

Give information for the last three (3) years for which complete data are available for the facility or agency.
The fiscal year begins in January.

		Year 2015	Year 2016	Year 2017
A. Utilization Data (Specify unit or measure)	ED Visits	44,865	46,767	45,664
B. Revenue from Services to Patients				
1. Inpatient Services		$	$	$
2. Outpatient Services				
3. Emergency Services		197,633,792	222,931,151	233,109,828
4. Other Operating Revenue				
(Specify) See notes page				
Gross Operating Revenue		$ 197,633,792	$ 222,931,151	$ 233,109,828
C. Deductions from Gross Operating Revenue				
1. Contractual Adjustments		$ 174,016,107	$ 197,363,742	$ 206,991,308
2. Provision for Charity Care				
3. Provisions for Bad Debt				
Total Deductions		$ 174,016,107	$ 197,363,742	$ 206,991,308
NET OPERATING REVENUE		$ 23,617,685	$ 25,567,409	$ 26,118,520
D. Operating Expenses				
1. Salaries and Wages				
a. Clinical		$ 7,534,488	$ 8,096,210	7,219,975
b. Non-Clinical				
2. Physicians Salaries and Wages		0	0	0
3. Supplies		2,412,919	2,503,970	2,458,805
4. Rent				
a. Paid to Affiliates		362,184	436,714	230,695
b. Paid to Non-Affiliates				
5. Management Fees				
a. Paid to Affiliates		0	0	0
b. Paid to Non-Affiliates				
6. Other Operating Expenses See notes page.		7,789,625	8,999,966	8,671,930
Total Operating Expenses		$ 18,099,216	$ 20,036,860	$ 18,581,404
E. **Earnings Before Interest, Taxes, and Depreciation**		$ 5,518,469	$ 5,530,549	$ 7,537,116
F. Non-Operating Expenses				
1. Taxes		$		
2. Depreciation				
3. Interest				
4. Other Non-Operating Expenses				
Total Non-Operating Expenses		$ 0	$ 0	$ 0

	Year 2015	Year 2016	Year 2017
NET INCOME (LOSS)	$ 5,518,469	$ 5,530,549	$ 7,537,116
G. Other Deductions			
1. Annual Principal Debt Repayment	$	$	$
2. Annual Capital Expenditure			
Total Other Deductions	$ 0	$ 0	$ 0
NET BALANCE	$ 5,518,469	$ 5,530,549	$ 7,537,116
DEPRECIATION	$	$	$
FREE CASH FLOW (Net Balance + Depreciation)	$ 5,518,469	$ 5,530,549	$ 7,537,116

O OTAL FACILITY

X ROJECT ONLY

HISTORICAL DATA CHART -- OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2015	Year 2016	Year 2017
1. Professional Services Contract	$ 177,632	$ 244,080	$ 63,383
2. Contract Labor	240,373	701,457	888,218
3. Benefits	1,871,922	1,987,011	1,779,256
4. Contract Services	3,403,417	3,881,380	3,848,452
5. Repairs and Maintenance	524,667	517,373	467,548
6. Ultilities	1,802	2,819	1,549
7. Insurance	225,490	258,491	519,488
8. Taxes-Non income	0	0	0
9. Other Operating Expense	1,344,322	1,407,355	1,104,036
10.			
11.			
12.			
13.			
14			
15.			
Total Other Expenses	$ 7,789,625	$ 8,999,966	$ 8,671,930

3. **Complete Projected Data Charts on the following pages – *Do not modify the Charts provided or submit Chart substitutions!***

   The Projected Data Chart requests information for the two years following the completion of the proposed services that apply to the project. Please complete two Projected Data Charts. One Projected Data Chart should reflect revenue and expense projections for the *Proposal Only* (*i.e.*, if the application is for additional beds, include anticipated revenue from the proposed beds only, not from all beds in the facility). The second Chart should reflect information for the total facility. Only complete one chart if it suffices.

   Note that "Management Fees to Affiliates" should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. "Management Fees to Non-Affiliates" should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

The following charts provide the required projected financial information for the applicant's project, and for the applicant's consolidated (main campus plus FSED) Emergency Department, for the first two full calendar years of the project's operation.

X TOTAL FACILITY
O PROJECT ONLY

PROJECTED DATA CHART --TRISTAR SOUTHERN HILLS MEDICAL CENTER

Give information for the last three (3) years for which complete data are available for the facility or agency The fiscal year begins in January.

			Year 2020 (Year One)	Year 2021 (Year Two)
A.	Utilization Data	Discharges	5,251	5,382
	(Specify unit or measure)	Dischge Days	24,628	25,243
		Bed Days Includg Obs	27,963	28,662
B.	Revenue from Services to Patients			
	1. Inpatient Services		$ 320,956,865	$ 328,980,787
	2. Outpatient Services		227,908,473	233,606,185
	3. Emergency Services		244,765,320	250,884,453
	4. Other Operating Revenue		351,804	360,599
	(Specify) See notes page			
		Gross Operating Revenue	$ 793,982,462	$ 813,832,023
C.	Deductions from Gross Operating Revenue			
	1. Contractual Adjustments		$ 638,688,276	$ 654,655,483
	2. Provision for Charity Care		6,613,020	6,778,345
	3. Provisions for Bad Debt		23,298,113	23,880,566
		Total Deductions	$ 668,599,409	$ 685,314,394
NET OPERATING REVENUE			$ 125,383,053	$ 128,517,629
D.	Operating Expenses			
	1. Salaries and Wages			
	a. Clinical		$ 28,747,306	$ 29,465,989
	b. Non-Clinical		4,884,580	5,006,695
	2. Physicians Salaries and Wages			0
	3. Supplies		19,802,092	20,297,144
	4. Rent			
	a. Paid to Affiliates		0	0
	b. Paid to Non-Affiliates		1,358,733	1,392,701
	5. Management Fees			
	a. Paid to Affiliates		8,325,538	8,533,677
	b. Paid to Non-Affiliates		0	0
	6. Other Operating Expenses See notes page		37,651,123	38,592,401
		Total Operating Expenses	$ 100,769,372	$ 103,288,606
E.	**Earnings Before Interest, Taxes, and Depreciation**		$ 24,613,681	$ 25,229,023

	Year 2020	Year 2021
NET INCOME (LOSS)	$ 18,604,850	$ 19,069,972
G. Other Deductions		
1. Annual Principal Debt Repayment	$	$
2. Annual Capital Expenditure		
Total Other Deductions	$ 0	$ 0
NET BALANCE	$ 18,604,850	$ 19,069,972
DEPRECIATION	$	$
FREE CASH FLOW (Net Balance + Depreciation)	$ 18,604,850	$ 19,069,972

X **TOTAL FACIL**

0 **PROJECT ON**

PROJECTED DATA CHART -- OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2020	Year 2021
1. Professional Services Contract	$ 2,586,785	$ 2,651,455
2. Contract Labor	3,208,998	3,289,223
3. Benefits	8,354,657	8,563,523
4. Contract Services	14,880,532	15,252,545
5. Repairs and Maintenance	3,104,380	3,181,989
6. Ultilities	1,690,199	1,732,454
7. Insurance	1,108,200	1,135,905
8. Taxes-Non income	590,426	605,186
9. Other Operating Expense	2,126,946	2,180,120
10.		
11.		
12.		
13.		
14		
15.		
Total Other Expenses	$ 37,651,123	$ 38,592,401

O TOTAL FACILITY

X PROJECT ONLY

PROJECTED DATA CHART -- TSHMC SATELLITE ED AT ANTIOCH

Give information for the last three (3) years for which complete data are available for the facility or agency. The fiscal year begins in January.

		Year 2020 (Year One)	Year 2021 (Year Two)
A. Utilization Data (Specify unit or measure)	ED Visits	13,506	15,532
B. Revenue from Services to Patients			
1. Inpatient Services		$	$
2. Outpatient Services			
3. Emergency Services		39,902,000	53,868,000
4. Other Operating Revenue			
(Specify) See notes page			
Gross Operating Revenue		$ 39,902,000	$ 53,868,000
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments		$ 27,330,000	$ 37,254,000
2. Provision for Charity Care			
3. Provisions for Bad Debt		7,771,000	10,500,000
Total Deductions		$ 35,101,000	$ 47,754,000
NET OPERATING REVENUE		$ 4,801,000	$ 6,114,000
D. Operating Expenses			
1. Salaries and Wages			
a. Clinical		$ 1,763,000	$ 1,933,000
b. Non-Clinical			
2. Physicians Salaries and Wages			
3. Supplies		285,000	363,000
4. Rent			
a. Paid to Affiliates			
b. Paid to Non-Affiliates			
5. Management Fees			
a. Paid to Affiliates			
b. Paid to Non-Affiliates			
6. Other Operating Expenses See notes page		1,862,000	2,132,000
Total Operating Expenses		$ 3,910,000	$ 4,428,000
E. **Earnings Before Interest, Taxes, and Depreciation**		$ 891,000	$ 1,686,000

	Year 2020	Year 2021
NET INCOME (LOSS)	$ 238,000	$ 721,000
G. Other Deductions		
1. Annual Principal Debt Repayment	$	$
2. Annual Capital Expenditure		
Total Other Deductions	$ 0	$ 0
NET BALANCE	$ 238,000	$ 721,000
DEPRECIATION	$	$
FREE CASH FLOW (Net Balance + Depreciation)	$ 238,000	$ 721,000

0 **TOTAL FACIL**

X **PROJECT ON**

PROJECTED DATA CHART -- OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2020	Year 2021
1. Professional Services Contract	$	$
2. Contract Labor		
3. Benefits	444,000	492,000
4. Contract Services		
5. Repairs and Maintenance		
6. Ultilities		
7. Insurance		
8. Taxes-Non income		
9. Other Operating Expense	1,418,000	1,640,000
10.		
11.		
12.		
13.		
14		
15.		
Total Other Expenses	$ 1,862,000	$ 2,132,000

5.A. Please identify the project's average gross charge, average deduction from operating revenue, and average net charge using information from the Projected Data Chart for Year 1 and Year 2 of the proposed project. Please complete the following table.

	ED Previous Year	ED Current Year	FSED Project Year One	FSED Project Year Two	% Change (Current Yr to Yr2)
Gross Charge (Gross Operating Revenue/Utilization Data	$4,441	$4,726	$4,929	$5,318	7.9%
Deduction from Revenue (Total Deductions/Utilization Data)	$3,932	$4,197	$4,337	$4,714	8.7%
Average Net Charge (Net Operating Revenue/Utilization Data)	$509	$530	$592	$604	2%

B. Provide the proposed charges for the project and discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the project and the impact on existing patient charges.

The project will not require adjustments to current or projected charges for the applicant's ED. The projected charges by Level of visit are provided in response to the question on the following page. There will be no difference in gross charges between the main campus ED and the proposed Antioch satellite ED.

C. Compare the proposed charges to those of similar facilities in the service area/adjoining service areas, or to proposed charges of projects recently approved by the Health Services and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

Table B-Economic Feasibility 5C(1): Comparison of ED Charges Per Visit* for ED's Serving the Project's Primary Service Area (Q2 2017-Q3 2017)			
Facility	Charges	Visits	Charges per Visit
A	$1,160,013,268	58,781	$19,734
B	$656,221,029	34,013	$19,293
C	$290,332,267	18,279	$15,883
D	$440,069,282	30,239	$14,553
E	$514,802,173	37,814	$13,614
F	$371,228,730	43,715	$8,492
G	$233,670,182	25,508	$9,161
H	$220,251,291	25,513	$8,633
I--So. Hills Med Center	**$207,272,638**	**24,548**	**$8,444**
J	$110,622,107	23,506	$4,706
K	$68,757,820	15,593	$4,410

**THA Database.*

Table B-Economic Feasibility-5C(2): TSHMC Satellite ED Gross Charges by Levels of Care				
Level of Care	**2018 Medicare Allowable**	**CY 2018 Current**	**CY 2020 Year One**	**CY 2021 Year Two**
Level I	$64	$617	$667	$720
Level II	$116	$721	$779	$841
Level III	$204	$1,096	$1,184	$1,278
Level IV	$331	$1,877	$2,027	$2,190
Level V	$484	$2,440	$2,635	$2,846

Source: Hospital Management. Level V is highest acuity.

6.A. Discuss how projected utilization rates will be sufficient to support the financial performance. Indicate when the project's financial breakeven is expected and demonstrate the availability of sufficient cash flow until financial viability is achieved.

The applicant's Projected Data Charts provides income and cash flow data demonstrating that the proposed FSED itself, and the hospital's main and satellite ED's combined, will have a positive cash flow and operating margin in its first two years of operation.

Provide copies of the balance sheet and income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For all projects, provide financial information for the corporation, partnership, or principal parties that will be a source of funding for the project.

Copies must be inserted at the end of the application, in the correct alpha-numeric order and labeled as Attachment C, Economic Feasibility. NOTE: Publicly held entities only need to reference their SEC filings.

See Attachment Section B-Economic Feasibility-6A for a copy of the financial statements for the applicant's parent organization, HCA Healthcare, Inc. (formerly HCA Holdings, Inc.).

B. Net Operating Margin Ratio – Demonstrates how much revenue is left over after all the variable or operating costs have been paid. The formula for this ratio is: (Earnings before interest, Taxes, and Depreciation/Net Operating Revenue).

Utilizing information from the Historical and Projected Data Charts please report the net operating margin ratio trends in the following table:

	2nd Yr Previous to Current Yr	1st Yr Previous to Current Yr	Current Yr	Projected Yr 1	Projected Yr 2
Net Operating Margin Ratio	23%	22%	29%	19%	28%

C. Capitalization Ratio (Long-term debt to capitalization) – Measures the proportion of debt financing in a business's permanent (Long-term) financing mix. This ratio best measures a business's true capital structure because it is not affected by short-term financing decisions. The formula for this ratio is: (Long-term debt/(Long-term debt + Total Equity (Net assets)) x 100).

For the entity (applicant and/or parent company) that is funding the proposed project please provide the capitalization ratio using the most recent year available from the funding entity's audited balance sheet, if applicable. The Capitalization Ratios are not expected from outside the company lenders that provide funding.

FICA Capitalization Ratio:

Long Term Debt	$32,858,000,000
Debt + Equity	$26,052,000,000
	x100
Traditional Capitalization Ratio:	(126.12)

Although the traditional Capitalization Ratio is negative, this does not accurately reflect the financial standing of HCA Healthcare or its ability to fund this project. This is because the 2006 merger and related transactions were accounted for as a "recapitalization" of HCA Inc. (now a subsidiary of HCA Healthcare, Inc.)--rather than as a "sale". Therefore, the company's liabilities currently exceed its assets on its books.

A more accurate and informative calculation; as an alternative capitalization ratio is a follows:

Shares Outstanding at 12/31/17	350,091,597
Closing Market Price per Share at 12/31/17	$87.84
Market Capitalization	$30,752,045,880
Debt + Equity Using Market Capitalization	$63,610,045,880
Alternate Capitalization Ratio	51.7

7. Discuss the project's participation in state and federal revenue programs including a description of the extent to which Medicare, TennCare/Medicaid and medically indigent patients will be served by the project. Additionally, report the estimated gross operating revenue dollar amount and percentage of projected gross operating revenue anticipated by payor classification for the first year of the project by completing the table below.

Table B-Need-7: Antioch FSED Projected Payor Mix, Year 1		
Payor Source	**Projected Gross Operating Revenue**	**As a Percent of Total Revenue**
Medicare/Medicare Managed Care	$7,847,000	11.8%
TennCare/Medicaid	$28,397,000	42.7%
Commercial/Other Managed Care	$13,966,000	21%
Self-Pay / Charity	$13,101,000	19.7%
Other	$3,192,000	4.8%
Total	$66,504,000	100.0%

Source: Hospital management.

8. Provide the projected staffing for the project in Year 1 and compare to the current staffing for the most recent 12-month period, as appropriate. This can be reported using full-time equivalent (FTE) positions for these positions. Additionally, please identify projected salary amounts by position classifications and compare the clinical staff salaries to prevailing wage patterns in the proposed service area as published by the Department of Labor & Workforce Development and/or other documented sources.

See the staffing table on the following page.

Table B-Economic Feasibility-8: Southern Hills Medical Center Satellite ED at Antioch Projected Staffing				
Position Classification	**Existing FTE's**	**Projected FTE's Yr 1**	**Avg. Annual Salary or Contractual Rate Per FTE**	**Area wide or Statewide Average Salary**
	NA			
A. Direct Patient Care Positions				
Registered Nurse		8.40	$70,595	$58,410
EMT/Paramedic		4.20	$36,587	$35,850
CT/Rad Tech		4.20	$69,202	$50,770
Lab Tech		4.20	$56,555	$37,210
Total Direct Patient Care Positions		21.00		
B. Non-Patient Care Positions				
Administrator/Clinical Manager		1.00	$86,029	not available
Total Non-Patient Care Positions		1.00	$86,029	
Total Employees (A + B)		22.00		$0.00
C. Contractual Staff				
Housekeeper		2.10	$37,523	$20,530
Registration		4.20	$34,320	$27,300
Security Guard		4.20	$41,600	$29,910
Physician (EMCARE Non-employed) 4.2 FTE				not available
Total Contract Staff		10.50		
Total Staff (A+B+C)		32.50		

9. Describe all alternatives to this project that were considered and discuss the advantages and disadvantages of each alternative, including but not limited to:

A. Discuss the availability of less costly, more effective and/or more efficient alternative methods of providing the benefits intended by the proposal. If development of such alternatives is not practicable, justify why not, including reasons as to why they were rejected.

This project is the only identified way to meet the needs of the primary service area for more quickly accessible emergency room care. An FSED is the only feasible type of facility that can provide true emergency care, 24/7/365--unlike physician offices and urgent care centers, which have restricted access and are not available 24 hours a day.

The applicant already meets 35.3% of this area's needs for emergency care, and annual visits from the area constitute more than 25% of the applicant's ED volume. Patient needs are met with superior efficiency in the applicant's ED.

An ED expansion on-site would disrupt existing hospital operations and would not result in an efficient design due to various site limitations. Significant renovation of existing space would be cost-prohibitive, disrupt the provision of quality care to existing Southern Hills patients, and would not result in substantial improvement of access to care for existing patients from Antioch. The existing location of the Emergency Department abuts the property line of the campus and is adjacent to critical access roads limiting growth options. Within the facility, the ED is bounded by Imaging and Surgery, limiting alternatives for internal renovation to expand the ED. On site expansion would not address the inadequate access to services existing in the Antioch area today. The reasonable alternative is to shift a significant percentage of this zip code's visits to a new FSED, providing this large group of patients with improved access time to emergency care.

B. Document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements.

This must be a specialized facility built to hospital construction standards. No usable space of this type is available for lease or purchase within the zip code.

CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTH CARE

1. List all existing health care providers (i.e., hospitals, nursing homes, home care organizations, etc.), managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/or working relationships, that may directly or indirectly apply to the project, such as transfer agreements or contractual agreements for health services.

TriStar Southern Hills Medical Center is in the TriStar Health group of HC-affiliated hospitals and surgery centers in Tennessee and Kentucky.

The hospital frequently discharges inpatients to the following nursing homes, hospices, and home health agencies:

Skilled Nursing Facilities: Bethany Health Care Center; Trevecca Health Care Center; Good Samaritan Health and Rehabilitation; LifeCare of Hickory Woods; Signature Healthcare, and Green Hills Health and Rehabilitation.

Hospices: Alive Hospice; Willowbrook Hospice; Guardian Hospice; and Avalon Hospice.

Home Health Agencies: Home Health of Middle Tennessee; Suncrest; Willowbrook; Intrepid; and Amedysis Home Health Agencies.

2. Describe the effects of competition and/or duplication of the proposal on the health care system, including the impact to consumers and existing providers in the service area. Discuss any instances of competition or duplication arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service area of the project.

A. Positive Effects

TriStar Southern Hills ED's utilization rate of 2,178 (CY 2016) visits per bed per year is higher than the regional average of 1,523 visits per bed and higher even than the ACEP "high range" standard. Building a FSED in a community in which TSHMC currently has 35.3% market share allows for the decompression of one of the highest utilized EDs in Nashville.

Access point development is also another important topic when considering where to provide further care sites within Southern Hills' service area. Residents of Antioch currently do not have access to an acute care facility or emergency department within their zip code resulting in residents having to drive up to 61 minutes to receive emergency care. TriStar Southern Hills plans to offer the same level of care patients receive at the main campus to residents in a much closer and more convenient manner within their existing community.

The Antioch community is expected to grow by 13.1% in the next 5 years. Last year, almost 40,000 Emergency Room patients from Antioch were seen at local hospitals throughout Middle Tennessee. These residents traveled by car and by ambulance through congested areas on local roads and highways. The Antioch area needs to improve its accessibility to emergency care; and its robust and growing population will ensure that most of the FSED's treatment capacity will be used by Antioch area residents. TriStar Southern Hills currently provides 35.3% of emergency care for Antioch residents which is the largest market share for this zip code.

B. Negative Effects

The proposed Antioch FSED will have a limited impact on emergency care facilities other than the applicant.

That is because (a) most of the FSED's volume will consist of patient visits from within the primary service area that have been shifted from the applicant's own main campus ED and other TriStar EDs; (b) the remaining patient volume, which consists of incremental organic population growth and in-migration from outside the primary service area, would not significantly impact other hospital EDs and (c) any volume loss to other area hospitals will be replaced with incremental organic population growth in middle Tennessee.

The utilization of the FSED projected for Year One is 13,506 patient visits. Of these, the applicant estimates that 40% will be patients from the primary service area who are currently utilizing TriStar Southern Hills and another 20% will be patients from the primary service area who currently use the applicant's affiliated TriStar hospitals in the Greater Nashville area. Previous TriStar patients from the primary service area will account for 60% of the total projected patient volume.

The remaining 40% of projected Year One visits will be comprised of population growth, in-migration from outside the primary service area (including patients from outside the primary service area who currently use other TriStar facilities), and patients from the primary service area who were previously treated at other Nashville area hospitals.

In total, 60% of this FSED's visits will come from patients within the primary service area who are already within the TriStar network. In Year One, only 40% (5,403 visits) will come from all other sources, including from outside of the Antioch zip code, from non-TriStar EDs, and from anticipated population growth in Antioch. The addition of another emergency department location will allow for existing area hospitals to accommodate the rapid growth of middle Tennessee residents outside of Antioch. In Davidson County excluding Antioch, it is expected that there will be 329,493 ED visits in 2020, the first projected year of the FSED operation. This is an increase of 3,743 visits from 2019 based on organic population growth alone in the remainder of Davidson County. Similarly, the growth in 2019 for Williamson and Rutherford Counties represents an increase of 5,113 visits from organic population growth, resulting in a three county total increase of 8,856 visits. Therefore, the development of the new Antioch FSED would allow other hospitals in Davidson, Rutherford and Williamson County to replace the potential lost visits in 223 days or .61 years.

Need-1-SHP Standard 3-Table L: Impact of Project On Other ED's		
	2019	2020
Davidson(net of Antioch), Williamson, Rutherford Counties Total Population Estimated	1,206,285	1,229,410
Estimated ER visits all counties (Rate of ER Utilization 44%)	513,945	522,801
Increase in ER visits from population growth		8,856
Estimated Lost ER visits in 2020 from Antioch FSED(non SHMC)		(5,403)
# of Days to recover lost visits		223
# of Years to recover lost visits		0.61

3.A Discuss the availability of an accessibility to human resources required by the proposal, including clinical leadership and adequate professional staff, as per the State of Tennessee licensing requirements and/or requirements of accrediting agencies such as the Joint Commission and the Commission on Accreditation of Rehabilitation Facilities.

In Middle Tennessee, the applicant's owner operates several hospitals and three FSEDs similar to this project. A fourth FSED has received CON approval and is under development. The applicant and its owner, HCA Health Services of Tennessee, Inc., understand the staffing requirements for this type of facility, and the recruitment processes that will identify superior candidates for these professional positions. In its Emergency Departments, the applicant is assisted by a contract partner (the EmCare division of Envision Healthcare) that provides ED physician coverage 24/7/365.

The applicant is familiar with, and meets, all human resource requirements of the Tennessee Board for Licensing Health Care Facilities and the Joint Commission. The applicant is licensed and accredited by those bodies. TriStar Health also has the benefit of a Nurse Residency Program to garner future nurses to meet the growing need for personnel across Greater Nashville. TriStar

Southern Hills has had strong success integrating nurse residents into its existing ED and will utilize this talent pool for recruitment at the future FSED.

B. Verify that the applicant has reviewed and understands all licensing and/or certification as required by the State of Tennessee and/or accrediting agencies such as the Joint Commission for medical/clinical staff. These include, without limitation, regulations concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

The applicant so verifies.

C. Discuss the applicant's participation in the training of students in the areas of medicine, nursing, social work, etc. (e.g., internships, residencies, etc.).

TriStar Southern Hills is a clinical rotation site for numerous students in the health professions including Nursing, Pharmacy, Physical Therapy, Radiology, Clinical Dieticians, CV Techs, Surgical Techs, and Laboratory. School affiliation and student training category is provided below.

TriStar Health also has the benefit of a Nurse Residency Program for new nurse graduates to develop future nurses to meet the growing need for personnel across Greater Nashville. TriStar Southern Hills has had strong success integrating nurse residents into its existing ED and will utilize this talent pool for recruitment at the future FSED.

TriStar Southern Hills has also recently developed an enhanced relationship with Meharry Medical College for the clinical rotations of medical students. Students will have the opportunity to round with Hospitalists and Surgeons throughout the organization to build their clinical knowledge.

SCHOOLS	CLINICAL SPECIALTY
Belmont University	BSN, MSN, APN, DNP
Belmont University	PT/OT
Belmont University	Pharmacy
Bethel University	BSN
Chamberlain College of Nursing	BSN, MSN, APN, DNP
Columbia State Community College	Emergency Medical Services, Medical Laboratory Technology, Phlebotomy, Radiologic Technology, Respiratory Care Technology ,Nursing
Cumberland University	BSN, MSN, APN, DNP
Freed-Hardeman	BSN, MSN, APN, DNP
Lipscomb University	BSN, MSN, APN, DNP
Motlow State Community College	Emergency Medical Technician, Nursing, Medical Laboratory Technician
Nashville State Community College	Nursing, Surgical Technology Central Sterile Processing
South College School of Nursing	BSN
Southern Adventist University	BSN, MSN, APN, DNP
Tennessee State University	ASN, BSN, MSN
Tennessee State University	Addendum Cardio Resp Care and Health Information Management
Union University	BSN, MSN, APN, Doctor of Nursing Practice
Volunteer State University	Diagnostic Medical Sonography, Emergency Medical Services, Medical Informatics, Medical Laboratory Technology, Ophthalmic Technology, Phlebotomy, Physical Therapist Assistant, Radiologic Technology, Respiratory Care Technology, and Sleep Diagnostics
Western Governors University	BSN, MSN, APN
Western Governors University	BSN, MSN, BS in Health Information Management, Master of Business Healthcare Management
Fortis Institute - CVT Program	Cardiovascular Technology
Fortis Institute - Nashville Campus - Radiology	Radiology Technicians
Fortis Institute - Surgical Technology Program	Surgical Technology

Lipscomb University - Nutrition	Nutrition Clinical Services
Meharry Medical College	Medical Students
Metropolitan Government of Nashville and Davidson County	CBTP Community Based Transition Program and Overton High School Internships
Nashville General Hospital	Radiologic Technology Program
Nashville State Community College - OTA	OTA
Tennessee College of Applied Technology - Murfreesboro - Pharmacy Program	Pharmacy Technician
University of Tennessee - Pharmacy	Pharmacy

4. Identify the type of licensure and certification requirements applicable and verify that the applicant has reviewed and understands them. Discuss any additional requirements, if applicable. Provide the name of the entity from which the applicant has received or will receive licensure, certification, and/or accreditation.

Licensure:

Board for Licensure of Health Care Facilities
Tennessee Department of Health

Certification Type (e.g. Medicare SNF, Medicare LTAC, etc.):

Medicare Certification from CMS
Medicaid Certification from Department of Health

Accreditation (i.e. Joint Commission, CARF, etc.)

Joint Commission

A. If an existing institution, describe the current standing with any licensing, certifying, or accrediting agency. Provide a copy of the current license of the facility and accreditation designation.

The applicant is licensed, certified, and accredited by the organizations listed above. Documentation is provided in the first Attachment to this application.

B. For existing providers, please provide a copy of the most recent statement of deficiencies/plan of correction and document that all deficiencies/findings have been corrected, by providing a letter from the appropriate agency.

See Attachment Section B-Orderly Development-4B for the most recent Joint Commission accreditation survey findings and corrections.

C. Document and explain inspections within the past three survey cycles which have resulted in any of the following state, federal, or accrediting body actions: suspension of admissions, civil monetary penalties, notice of 23- ore 90-day termination proceedings from Medicare or Medicaid/TennCare, revocation/denial of accreditation, or other similar actions.
(1) Discuss what measures the applicant has or will put in place to avoid similar findings in the future.

No such events have occurred.

5. Respond to all of the following and for such occurrences, identify, explain, and provide documentation:

A. Has any of the following:

The applicant has made a good faith effort to respond to this question regarding the entities identified in its organization chart, to the best of its knowledge, information and belief. Due to the breadth of the question and a lack of definition of key terms, the applicant cannot represent that these responses are totally comprehensive, but no responsive information is being intentionally withheld. Because there is no central repository for the information sought, and because of the length of time some of the entities have been in existence, the applicant's responses are limited to the past 5 years as a reasonable look-back period.

(1) Any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant);
(2) Any entity in which any person(s) or entity with more than 5% ownership (direct of indirect) in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%; and/or
(3) Any physician or other provider of health care, or administrator employed by any entity in which any person(s) or entity with more than 5% ownership in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%...

B. Been subjected to any of the following:
(1) Final Order or Judgment in a State licensure action;

The applicant assumes for the purpose of this question that "state licensure action" refers to facility licensure. TriStar Southern Hills and/or its owner have not been subjected to Final Order or Judgment in a state licensure action. The other entities in the chain of ownership do not hold a hospital license.

(2) Criminal fines in cases involving a Federal or State health care offense;

No

(3) Civil monetary penalties in cases involving a Federal or State health care offense;

No

(4) Administrative monetary penalties in cases involving a Federal or State health care offense;

No

(5) Agreement to pay civil or monetary penalties to the Federal government or any State in cases involving claims related to the provision of health care items and services; and/or

Please see the response to (3) and (4) above.

(6) Suspension or termination of participation in Medicare or Medicaid/TennCare programs;

No

(7) Is presently subject of/to an investigation, regulatory action, or party in any civil or criminal action of which you are aware;

No

(8) Is presently subject to a corporate integrity agreement.

No

6. Outstanding Projects:

a. Complete the following chart by entering information for each applicable outstanding CON by applicant or share common ownership; and
b. Provide a brief description of the current progress, and status of each applicable outstanding CON.

Outstanding Projects					
			Annual Progress Report*		
CON Number	Project Name	Date Approved	Due Date	Date Filed	Expiration Date
CN1412-050	So Hills ASTC	May 2015	July 1, 2018	NA	6-24-19
Status: Construction drawings under development					

* Annual Progress Reports – HSDA Rules require that an Annual Progress Report (APR) be submitted each year. The APR is due annually until the Final Project Report (FPR) is submitted (FPR is due within 90 ninety days of the completion and/or implementation of the project). Brief progress status updates are requested as needed. The project remains outstanding until the FPR is received.

7. Equipment Registry -- For the applicant and all entities in common ownership with the applicant.

a. Do you own, lease, operate, and/or contract with a mobile vendor for a Computed Tomography Scanner (CT), Linear Accelerator, Magnetic Resonance Imaging (MRI), and/or Positron Emission Tomographer (PET)?

Yes.

b. If yes, have you submitted their registration to HSDA? If you have, what was the date of the submission?

Yes.

c. If yes, have you submitted their utilization to HSDA?

Yes

If you have, what was the date of the submission?

Please see the HSDA Registry for this information.

Facility	Date of HSDA Registration	Date of Last Utilization Submittal

QUALITY MEASURES

Please verify that the applicant will report annually using forms prescribed by the Agency, concerning continued need and appropriate quality measures as determined by the Agency pertaining to the Certificate of Need, if approved.

The applicant so verifies.

SECTION C: STATE HEALTH PLAN QUESTIONS

T.C.A. §68-11-1625 requires the Tennessee Department of Health's Division of Health Planning to develop and annually update the State Health Plan (found at http://www.tn.gov/health/topic/health-planning). The State Health Plan guides the State in the development of health care programs and policies and in the allocation of health care resources in the State, including the Certificate of Need program. The 5 Principles for Achieving Better Health are from the State Health Plan's framework and inform the Certificate of Need program and its standards and criteria.

Discuss how the proposed project will relate to the 5 Principles for Achieving Better Health found in the State Health Plan.

1. The purpose of the State Health Plan is to improve the health of the people of Tennessee.

The project complies with recommendations of the State Health Plan as set forth in earlier sections of this application. The project decompresses existing TriStar Southern Hills ED, increases access to care, and reduces the travel time to emergency care for thousands of patients from the primary service area. Improving access to emergency care will save lives and improve health outcomes for patients experiencing life threatening emergencies such as heart attack, stroke or serious injuries.

2. People in Tennessee should have access to health care and the conditions to achieve optimal health.

The project will be completely financially accessible to all residents of the service area who need emergency care. Under Federal law, emergency care must be provided to all persons regardless of their ability to pay. TriStar Southern Hills seeks in this project to give its service area residents improved physical accessibility to emergency care.

3. Health resources in Tennessee, including health care, should be developed to address the health of people in Tennessee while encouraging economic efficiencies.

The project will establish a needed emergency care resource within a populous service area (zip code 37013) that needs and can efficiently utilize its own emergency care facility.

4. People in Tennessee should have confidence that the quality of health care is continually monitored and standards are adhered to by providers.

The applicant, TriStar Southern Hills, is fully licensed and accredited, and has been the recipient of many awards for excellence of care. Its caregiver teams and management observe high standards of professional preparation, competence, and care. The hospital and its parent company are committed to implementing best practices through continuous data-driven evaluation and process improvement.

5. The state should support the development, recruitment, and retention of a sufficient and quality health workforce.

The facility will provide employment for needed health care professionals such as RNs, radiology, laboratory, respiratory technicians, and other ancillary department services.

PROOF OF PUBLICATION

Attach the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit from the newspaper that includes a copy of the publication as proof of the publication of the letter of intent.

NOTIFICATION REQUIREMENTS

(Applies only to Nonresidential Substitution-Based Treatment Centers for Opiate Addiction)

Note that T.C.A. §68-11-1607(c)(3) states that "...Within ten (10) days of filing an application for a nonresidential substitution-based treatment center for opiate addiction with the agency, the applicant shall send a notice to the county mayor of the county in which the facility is proposed to be located, the member(s) of the House of Representatives and the Senator of the General Assembly representing the district in which the facility is proposed to be located, and to the mayor of the municipality, if the facility is proposed to be located within the corporate boundaries of a municipality, by certified mail, return receipt requested, informing such officials that an application for a nonresidential substitution based treatment center for opiate addiction has been filed with the agency by the applicant."

Failure to provide the notifications described above within the required statutory timeframe will result in the voiding of the CON application.

Please provide documentation of these notifications.

See Attachment "Proof of Publication".

DEVELOPMENT SCHEDULE

T.C.A. §68-11-1609(c) provides that a Certificate of Need is valid for a period not to exceed three (3) years (for hospital projects) or two (2) years (for all other projects) from the date of its issuance and after such time shall expire; provided, that the Agency may, in granting the Certificate of Need, allow longer periods of validity for Certificates of Need for good cause shown. Subsequent to granting the Certificate of Need, the Agency may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A Certificate of Need which has been extended shall expire at the end of the extended time period. The decision whether to grant such an extension is within the sole discretion of the Agency, and is not subject to review, reconsideration, or appeal.

1. **Complete the Project Completion Forecast Chart on the next page. If the project will be completed in multiple phases, please identify the anticipated completion date for each phase.**

The project will not require multiple phases of construction.

2. **If the response to the preceding question *indicates that the applicant does not anticipate completing the project within the period of validity as defined in the preceding paragraph,* please state below any request for an extended schedule and document the "good cause" for such an extension.**

The applicant is not requesting an extended period of validity.

PROJECT COMPLETION FORECAST CHART
SHMC SATELLITE ED AT ANTIOCH

Assuming the Certificate of Need (CON) approval becomes the final HSDA action on the date listed in Item 1. below, indicate the number of days from the HSDA decision date to each phase of the completion forecast.

The schedule below assumes CON final approval by July 1, 2018.

PHASE	DAYS REQUIRED	Anticipated Date (MONTH /YEAR)
1. Initial HSDA Decision Date	--	June 2018
1. Architectural & engineering contract signed	30	July 2018
2. Construction documents approved by TDH	180	Jan 2019
3. Construction contract signed	195	Jan 2019
4. Building permit secured	200	Jan 2019
5. Site preparation completed	260	Mar 2019
6. Building construction commenced	275	Mar 2019
7. Construction 40% complete	365	June 2019
8. Construction 80% complete	545	Sept 2019
09. Construction 100% complete	635	Dec 2019
10. * Issuance of license	650	Dec 2019
11. *Initiation of service	700	Jan 1, 2020
12. Final architectural certification of payment	760	Mar 2020
13. Final Project Report Form (HF0055)	820	May 2020

*** For projects that <u>DO NOT</u> involve construction or renovation: please complete items 11-12 only.**

Note: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date.

INDEX OF ATTACHMENTS

Section A

Section B

Other Attachments

A-4A
Legal Status and Ownership Structure of Applicant

Tennessee
Secretary of State
Tre Hargett

Business Services Online > Find and Update a Business Record

Business Information Search

As of January 23, 2018 we have processed all corporate filings received in our office through January 22, 2018 and all annual reports received in our office through January 22, 2018.

Click on the underlined control number of the entity in the search results list to proceed to the detail page. From the detail page you can verify the entity displayed is correct (review addresses and business details) and select from the available entity actions - file an annual report, obtain a certificate of existence, file an amendment, etc.

Search: 1-1 of 1

Search Name: HCA Health Services of Tennessee, Inc. (•) Starts With ( ) Contains

Control #:

Active Entities Only: Search

Control #	Entity Type	Name	Name Type	Name Status	Entity Filing Date	Entity Status
000105942	CORP	HCA HEALTH SERVICES OF TENNESSEE, INC. *TENNESSEE*	Entity	Active	07/29/1981	Active

1-1 of 1

Information about individual business entities can be queried, viewed and printed using this search tool for free.

If you want to get an electronic file of all business entities in the database, the full database can be downloaded for a fee by Clicking Here.

Click Here for information on the Business Services Online Search logic.

Division of Business Services
312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor
Nashville, TN 37243
615-741-2286
8:00 a.m. until 4:30 p.m. (Central) Monday - Friday
Directions | State Holidays | Methods of Payment

Business Filings and Information (615) 741-2286 | TNSOS.CORPINFO@tn.gov
Certified Copies and Certificates of Existence (615) 741-6439 | TNSOS.CERT@tn.gov
Motor Vehicle Temporary Liens (615) 741-0529 | TNSOS.MVTL@tn.gov
Notary Commissions (615) 741-3699 | TNSOS.ATS@tn.gov
Uniform Commercial Code (UCC) (615) 741-3276 | TNSOS.UCC@tn.gov
Workers' Compensation Exemption Registrations (615) 741-0526 | TNSOS.WCFR@tn.gov
Apostilles & Authentications (615) 741-0536 | TNSOS.ATS@tn.gov
Statutory (615) 741-1799 | TNSOS.ATS@tn.gov
Trademarks (615) 741-0531 | TNSOS.ATS@tn.gov
Nonresident Fiduciaries (615) 741-0536 | TNSOS.ATS@tn.gov

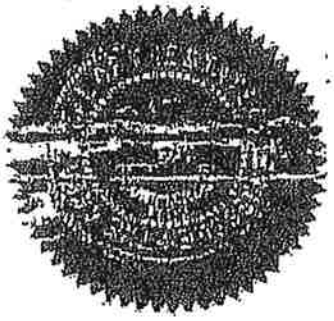
State of Tennessee

Department of State

CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of HCA HEALTH SERVICES OF TENNESSEE, INC. *(Name of Corporation) was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.*

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on July Twenty-ninth, 19 81



Secretary of State

SECRETARY OF STATE
1981 JUL 29 PM 3 33

00224 00800

CHARTER

OF

HCA HEALTH SERVICES OF TENNESSEE, INC.

The undersigned natural persons, having capacity to contract and acting as the incorporators of a corporation under the Tennessee General Corporation Act, adopt the following Charter for such corporation.

1. The name of the corporation is HCA HEALTH SERVICES OF TENNESSEE, INC.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be One Park Plaza, Nashville, County of Davidson.

4. The corporation is for profit.

5. The purposes for which the corporation is organized are:

(a) To purchase, lease or otherwise acquire, to operate, and to sell, lease or otherwise dispose of hospitals, convalescent homes, nursing homes and other institutions for the medical care and treatment of patients; to purchase, manufacture, or prepare and to sell or otherwise deal in, as principal or as agent, medical equipment or supplies; to construct, or lease, and to operate restaurants, drug stores, gift shops, office buildings, and other facilities in connection with hospitals or other medical facilities owned or operated by it; to engage in any other act or acts which a corporation may perform for a lawful purpose or purposes.

(b) To consult with owners of hospitals and all other types of health care or medically-oriented facilities or managers thereof regarding any matters related to the construction, design, ownership, staffing or operation of such facilities.

(c) To provide consultation, advisory and management services to any business, whether corporation, trust, association, partnership, joint venture or proprietorship.

6. The maximum number of shares which the corporation shall have the authority to issue is One Thousand (1,000) shares of Common Stock, par value of $1.00 per share.

7. The corporation will not commence business until the consideration of One Thousand Dollars ($1,000) has been received for the issuance of shares.

8. (a) The shareholders of this corporation shall have none of the preemptive rights set forth in the Tennessee General Corporation Act.

SECRETARY OF ...

JUL 29 PM 3:39

00224 00609

(b) The initial bylaws of this corporation shall be adopted by the incorporators hereof, and thereafter, the bylaws of this corporation may be amended, repealed or adopted by a majority of the outstanding shares of capital stock.

(c) This corporation shall have the right and power to purchase and hold shares of its capital stock; provided, however, that such purchase, whether direct or indirect, shall be made only to the extent of unreserved and unrestricted capital surplus.

DATED: July 22, 1981.

Charles L. Rown

Bettye B. Daugherty

Ruth B. Foster

HCA FACILITIES IN TENNESSEE

HOSPITALS AND HOSPITAL AFFILIATES

TriStar Ashland City Medical Center
313 North Main Street
Ashland City, TN 37015
615-792-3030

TriStar Centennial Medical Center
2300 Patterson Street
Nashville, TN 37203
615-342-1040

Parthenon Pavilion
2401 Parman Place

Sarah Cannon Cancer Center
250 25th Ave. North

Sarah Cannon Research Institute
3522 West End Avenue

The Children's Hospital at TriStar Centennial Medical Center
222 Murphy Avenue

TriStar Centennial Emergency Room at Spring Hill
3001 Reserve Blvd.
Spring Hill, TN37174

TriStar Hendersonville Medical Center
355 New Shackle Island Road
Hendersonville, TN 37075
615-338-1102

TriStar Portland Emergency Room
105 Redbud Drive
Portland, TN 37148

TriStar Horizon Medical Center
111 Highway 70 East
Dickson, TN 37055
615-441-2357

Natchez Imaging
101 Natchez Park Drive

Radiation Oncology @ SCCC
105 Natchez Park Drive

Tennessee Oncology@ SCCC
103 Natchez Park Drive

TriStar Parkridge Medical Center
2333 McCallie Avenue
Chattanooga, TN 37404
423-493-1772

TriStar Parkridge East Hospital
941 Spring Creek Road
Chattanooga, TN 37412
423-855-3500

TriStar Parkridge West Medical Center
1000 Tn Highway 28
Jasper, TN 37247

TriStar Parkridge Valley Hospital
200 Morris Hill Road
Chattanooga, TN 37421
423-499-1204

TriStar Skyline Medical Center
3441 Dickerson Pike
Nashville, TN 37207
615-769-7114

TriStar Skyline Madison Campus
500 Hospital Drive
Madison, TN 37115
615-860-6301

TriStar Southern Hills Medical Center
391 Wallace Road
Nashville, TN 37211
615-781-4000

TriStar StoneCrest Medical Center
200 StoneCrest Blvd.
Smyrna, TN 37167
615-768-2508

TriStar Summit Medical Center
5655 Frist Blvd.
Hermitage, TN 37076
615-316-4902

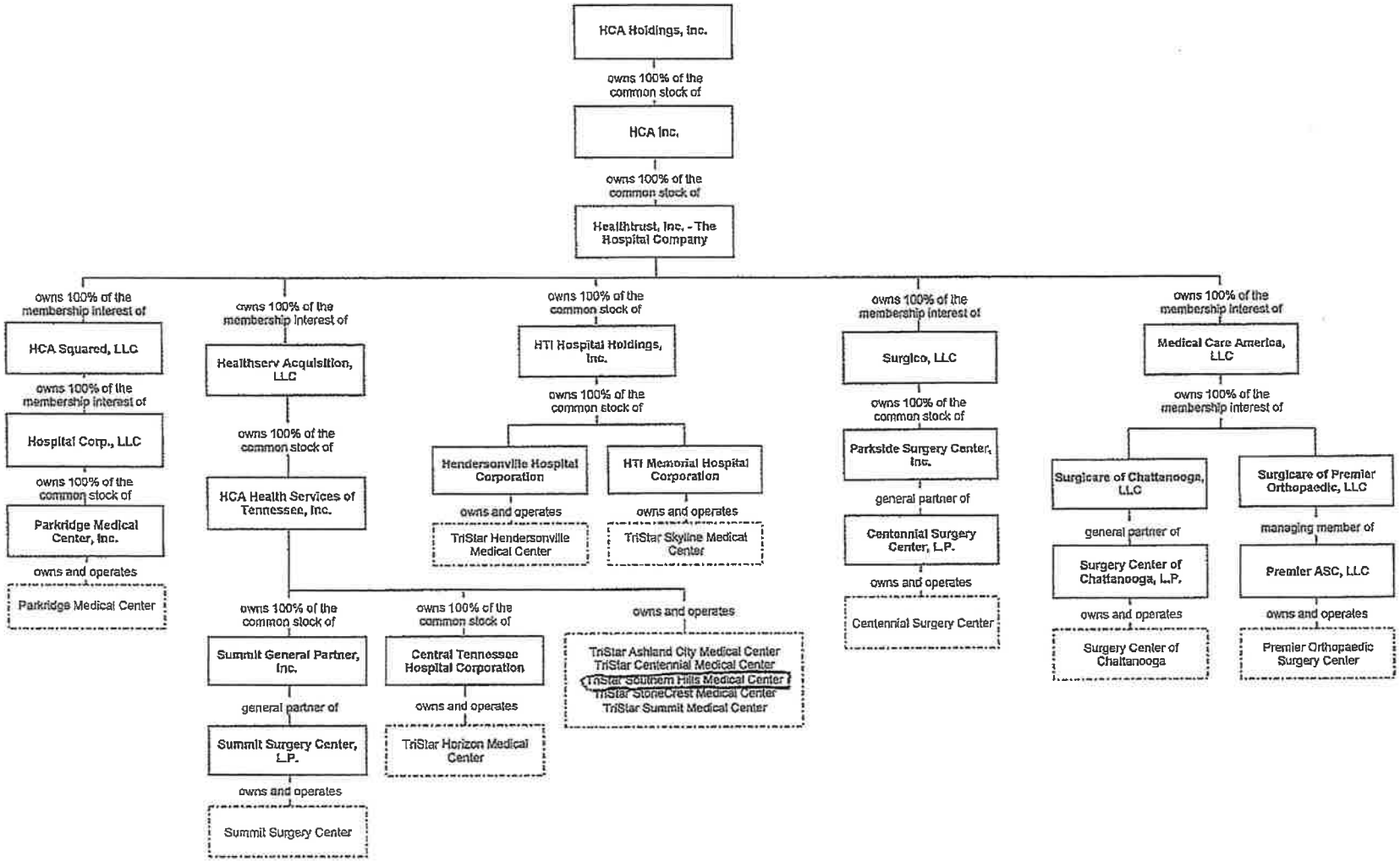
OTHER FACILITIES

TriStar Centennial Surgery Center
345 23rd Avenue North, Suite 201
Nashville, TN 37203
615-327-1123

Premier Orthopedics Surgery Center
394 Harding Place
Suite 100
Nashville, TN 37211
615-332-3600

Surgery Center of Chattanooga
400 North Holtzclaw Avenue
Chattanooga, TN 37404
423-698-6871

TriStar Summit Surgery Center
3901 Central Pike
Suite 152
Hermitage, TN 37076
615-391-7200


HCA Holdings, Inc.
owns 100% of the common stock of
HCA Inc.
owns 100% of the common stock of
Healthtrust, Inc. - The Hospital Company
owns 100% of the membership interest of
HCA Squared, LLC
owns 100% of the membership interest of
Hospital Corp., LLC
owns 100% of the common stock of
Parkridge Medical Center, Inc.
owns and operates
Parkridge Medical Center
owns 100% of the membership interest of
Healthserv Acquisition, LLC
owns 100% of the common stock of
HCA Health Services of Tennessee, Inc.
owns 100% of the common stock of
Summit General Partner, Inc.
general partner of
Summit Surgery Center, L.P.
owns and operates
Summit Surgery Center
owns 100% of the common stock of
Central Tennessee Hospital Corporation
owns and operates
TriStar Horizon Medical Center
owns and operates
TriStar Ashland City Medical Center
TriStar Centennial Medical Center
TriStar Southern Hills Medical Center
TriStar StoneCrest Medical Center
TriStar Summit Medical Center
owns 100% of the common stock of
HTI Hospital Holdings, Inc.
owns 100% of the common stock of
Hendersonville Hospital Corporation
owns and operates
TriStar Hendersonville Medical Center
HTI Memorial Hospital Corporation
owns and operates
TriStar Skyline Medical Center
owns 100% of the membership interest of
Surgico, LLC
owns 100% of the common stock of
Parkside Surgery Center, Inc.
general partner of
Centennial Surgery Center, L.P.
owns and operates
Centennial Surgery Center
owns 100% of the membership interest of
Medical Care America, LLC
owns 100% of the membership interest of
Surgicare of Chattanooga, LLC
general partner of
Surgery Center of Chattanooga, L.P.
owns and operates
Surgery Center of Chattanooga
Surgicare of Premier Orthopaedic, LLC
managing member of
Premier ASC, LLC
owns and operates
Premier Orthopaedic Surgery Center

Board for Licensing Health Care Facilities

State of Tennessee

0000000021

No. of Beds 0126

DEPARTMENT OF HEALTH

This is to certify, that a license is hereby granted by the State Department of Health to

HCA HEALTH SERVICES OF TENNESSEE, INC. *to conduct and maintain a*

Hospital TRISTAR SOUTHERN HILLS MEDICAL CENTER

Located at 391 WALLACE ROAD, NASHVILLE

County of DAVIDSON *, Tennessee.*

This license shall expire JANUARY 01 *,* 2019 *, and is subject to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable, and shall be subject to revocation at any time by the State Department of Health, for failure to comply with the laws of the State of Tennessee or the rules and regulations of the State Department of Health issued thereunder.*

In Witness Whereof, we have hereunto set our hand and seal of the State this 28TH *day of* NOVEMBER *,* 2017 *.*

In the Distinct Category(ies) of: GENERAL HOSPITAL
PEDIATRIC BASIC HOSPITAL

By Vincent J. Davies, MPH
DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

By [signature]
COMMISSIONER

TriStar Southern Hills Medical Center

Nashville, TN

has been Accredited by

The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the

Hospital Accreditation Program

May 28, 2016

Accreditation is customarily valid for up to 36 months.

Craig W. Jones, FACHE
Chair, Board of Commissioners

ID #7890
Print Reprint Date: 08 11 2016

Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

The Joint Commission

August 10, 2016

Re: # 7890
CCN: #440197
Program: Hospital
Accreditation Expiration Date: May 28, 2019

Thomas Ozburn
CEO
TriStar Southern Hills Medical Center
391 Wallace Road
Nashville, Tennessee 37211

Dear Mr. Ozburn:

This letter confirms that your May 24, 2016 - May 27, 2016 unannounced full resurvey was conducted for the purposes of assessing compliance with the Medicare conditions for hospitals through The Joint Commission's deemed status survey process.

Based upon the submission of your evidence of standards compliance on July 11, 2016 and July 31, 2016, The Joint Commission is granting your organization an accreditation decision of Accredited with an effective date of May 28, 2016.

The Joint Commission is also recommending your organization for continued Medicare certification effective May 28, 2016. Please note that the Centers for Medicare and Medicaid Services (CMS) Regional Office (RO) makes the final determination regarding your Medicare participation and the effective date of participation in accordance with the regulations at 42 CFR 489.13. Your organization is encouraged to share a copy of this Medicare recommendation letter with your State Survey Agency.

This recommendation applies to the following locations:

Advanced Wound Care at Southern Hills Medical Center
397 Wallace Road, Building C, Suite 309, Nashville, TN, 37211

Tri Star Endoscopy Center
d/b/a TriStar Endoscopy Center
360 Wallace Road, Nashville, TN, 37211

TriStar Medical Plaza Brentwood
6716 Nolensville Road, Brentwood, TN, 37027

TriStar Southern Hills Cardiac Rehabilitation
395 Wallace Road, Building B, Nashville, TN, 37211

TriStar Southern Hills East
101 Recovery Road, Nashville, TN, 37211

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

The Joint Commission

TriStar Southern Hills Medical Center
391 Wallace Road, Nashville, TN, 37211

TriStar Southern Hills Medical Center
391 Wallace Road, Nashville, TN, 37211

Please be assured that The Joint Commission will keep the report confidential, except as required by law or court order. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

Mark Pelletier

Mark G. Pelletier, RN, MS
Chief Operating Officer
Division of Accreditation and Certification Operations

cc: CMS/Central Office/Survey & Certification Group/Division of Acute Care Services
CMS/Regional Office 4 /Survey and Certification Staff

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

SOCIETY OF CARDIOVASCULAR PATIENT CARE

AN INSTITUTE OF THE AMERICAN COLLEGE OF CARDIOLOGY

ACCREDITED

SOCIETY OF CARDIOVASCULAR PATIENT CARE

CHEST PAIN CENTER

PRIMARY PCI

Hereby confers upon

TRISTAR SOUTHERN HILLS MEDICAL CENTER

The designation of

CHEST PAIN CENTER v5 with PRIMARY PCI ACCREDITATION

In consideration of the Accreditation Review Committee reporting of the comprehensive assessment demonstrating satisfactory achievement of requirements for full Chest Pain Center v5 with Primary PCI Accreditation.

In testimony whereof, the signatures authorized by the Accreditation Management Board are hereunto affixed.

Granted on 03 / 05 / 2016 *Expires on 03 / 04 / 2019*

Wil Mick, MBA
VP, Accreditation Services
American College of Cardiology

Phil Levy, MD, MPH, FACEP, FACC
Chair, Accreditation Management Board
American College of Cardiology

CERTIFICATE OF DISTINCTION

has been awarded to

TriStar Southern Hills Medical Center

Nashville, TN

for Advanced Certification as a

Primary Stroke Center

by

The Joint Commission

based on a review of compliance with national standards, clinical guidelines and outcomes of care.

July 27, 2016

Certification is customarily valid for up to 24 months.

Craig W. Jones, FACHE
Chair, Board of Commissioners

ID #7890

Print/Reprint Date: 10/10/2016

Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

CERTIFICATE OF DISTINCTION

has been awarded to

TriStar Southern Hills Medical Center

Nashville, TN

in the management of

Joint Replacement - Hip

by

The Joint Commission

based on a review of compliance with national standards, clinical guidelines and outcomes of care.

September 20, 2016

Certification is customarily valid for up to 24 months.

Craig W. Jones, FACHE
Chair, Board of Commissioners

ID #7890
Print/Reprint Date: 11/07/2016

Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

CERTIFICATE OF DISTINCTION

has been awarded to

TriStar Southern Hills Medical Center

Nashville, TN

in the management of

Joint Replacement - Knee

by

The Joint Commission

based on a review of compliance with national standards, clinical guidelines and outcomes of care.

September 20, 2016

Certification is customarily valid for up to 24 months.

Craig W. Jones, FACHE
Chair, Board of Commissioners

ID #7890

Print/Reprint Date: 11/07/2016

Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.

A.6A

Site Control Documentation

GROUND LEASE

CENTURY FARMS, LLC
AS LANDLORD

-and-

HCA HEALTH SERVICES OF TENNESSEE, INC.
AS TENANT

PREMISES: Century Farms

Antioch, Tennessee

DATE: February 20, 2018

TABLE OF CONTENTS

THIS GROUND LEASE (this "Lease") is made effective as of 20th day of February, 2018, by and between **CENTURY FARMS, LLC**, a Delaware limited liability company, having an address at 3841 Green Hills Village Dr., Suite 400, Nashville, TN 37215 ("Landlord"), and, **HCA HEALTH SERVICES OF TENNESSEE, INC.**, a Tennessee corporation, d/b/a TriStar Southern Hills Medical Center, having an address at 1100 Charlotte Avenue, Suite 1500, Nashville, TN 37203 ("Tenant").

WITNESSETH:

1. **Definitions** In addition to other terms which may be defined herein, the following terms shall have the meanings set forth in this Article 1 unless the context otherwise requires:

1.1. "Additional Rent" shall have the meaning set forth in Section 4.5.

1.2. "Building" shall mean the building to be constructed on the Land by Tenant.

1.3. "Declaration" shall mean that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Century Farms, of record as Instrument No. 20151125-0120004, Register's Office of Davidson County, Tennessee.

1.4. "Event of Default" shall have the meanings set forth in Article 19.

1.5. "Expiration" and "Expiration Date" shall mean the date upon which this Lease actually expires or terminates, whether at the end of the Term or upon any earlier termination hereof for any reason whatsoever.

1.6. "Fixed Rent" shall have the meaning set forth in Section 4.1.

1.7. "Governmental Authorities" shall mean all federal, state, county, municipal, and local governments, and all departments, commissions, boards, bureaus, agencies, offices and officers thereof, having or claiming jurisdiction over all or any part of the Property or the use thereof.

1.8. "Impositions" shall mean, subject to terms of Section 5.2 herein, all duties, taxes, water and sewer rents, rates and charges, assessments (including all assessments for public improvement or benefit), charges for public utilities, excises, levies, license and permit fees, sales tax on rent, commercial rent tax, fees and assessments imposed by the Declaration and any owners' association and other charges, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which prior to or during the Term have been or may be laid, levied, assessed or imposed upon or become due and payable out of or in respect of, or become a lien on, the Property, or any part thereof or appurtenances thereto, or which are levied or assessed against the rent and income paid or received by Tenant from the Property, by virtue of any present or future law, order or ordinance of any Governmental Authority.

1.9. "Improvements" shall mean the Building and improvements hereafter constructed on, over or under the Land, including, without limitation, the Building and all replacements thereof and additions, alterations and repairs thereto, all walkways, parking and road improvements of whatever nature, utility and sewage lines and all apparatus, machinery, devices, fixtures, appurtenances and equipment necessary for the proper operation and

maintenance of the foregoing and attached to or used in connection with the Building and the Land, excluding, however, Tenant's Personal Property.

1.10. "Infrastructure Work" shall have the meaning set forth in Section 41.4.

1.11. "Land" shall mean all that certain parcel or piece of land commonly known as Outparcel 7 and more particularly described in Schedule A and shown on Schedule A-1 annexed hereto and incorporated herein by reference, containing approximately two acres.

1.12. "Landlord" shall mean Century Farms, LLC and its successors and assigns.

1.13. "Landlord Mortgage" shall mean any mortgage lien which now or hereafter encumbers Landlord's interest in the Property or this Lease.

1.14. "Law" or "Laws" shall have the meaning set forth in Article 9.

1.15. "Lease Date" shall mean February _____, 2018.

1.16. "Lease Interest Rate" shall mean the lesser of (a) the highest lawful rate which at the time may be charged by Landlord to Tenant under the Laws of the State and (b) 12% per annum.

1.17. "Lease Year" shall mean the period beginning on the Rent Commencement Date and ending on the first anniversary of the last day of the calendar month in which the Rent Commencement Date occurs (unless the Rent Commencement Date is the first day of a calendar month, in which event such first Lease Year shall end on the day prior to the first anniversary of the Rent Commencement Date) and each twelve month period thereafter during the Term.

1.18. "Notice" shall have the meaning set forth in Article 21.

1.19. "Permits" shall have the meaning set forth in Article 9.

1.20. "Permitted Exceptions" shall mean those matters set forth on Schedule B annexed hereto and incorporated herein by reference.

1.21. "Person" shall mean and include any individual, corporation, partnership, unincorporated association, trust, Governmental Authority or other entity.

1.22. "Primary Term" shall have the meaning set forth in Section 3.

1.23. "Property" shall mean the Land and Improvements.

1.24. "Provisions" shall have the meaning set forth in Article 27.

1.25. "Renewal Terms" shall have the meaning set forth in Section 3.1.

1.26. "Rent" shall mean Fixed Rent and Additional Rent.

1.27. "Rent Commencement Date" shall have the meaning set forth in Section 4.1.

1.28. "Repairs" shall have the meaning set forth in Article 8.

1.29. "State" shall mean the State of Tennessee.

1.30. "Tenant" shall mean the Tenant named herein and its legal representatives and, at any given time, its successors and assigns as tenant under this Lease.

1.31. "Tenant Mortgage" shall mean any first mortgage lien which now or hereafter encumbers Tenant's interest in this Lease and in the Improvements (including, without limitation, financing statements, security agreements, and any absolute or conditional assignments of rents and subleases), provided the mortgagee is an institutional lender such as, but not limited to, a bank, savings and loan association, insurance company, REIT or pension fund or a so-called conduit lender or any future like lender.

1.32. "Tenant Mortgagee" shall mean the holder of a Tenant Mortgage.

1.33. "Tenant's Personal Property" shall mean (a) all production machinery and equipment installed by Tenant for use in Tenant's business operations at the Property, (b) all items which would otherwise constitute part of the Improvements if the same are owned by third parties and leased to Tenant, (c) Tenant's trade fixtures, and (d) all furniture, fixtures, inventory and equipment owned by Tenant.

1.34. "Term" shall mean the Primary Term and any applicable Renewal Terms.

1.35. "Unavoidable Delays" shall mean causes or events which are beyond a party's reasonable control which prevent such party's performance under this Lease which events may include: acts of God, fire, earthquake, flood, storm, explosion, war, invasion, insurrection, civil commotion, embargo, riots, mob violence, vandalism, lockouts, strikes, sabotage, picketing, inability to procure or general shortage of labor, equipment, facilities, supplies or materials, failure of transportation, litigation, condemnation, requisition, governmental restriction, including inability or delay in obtaining governmental consents or approvals, weather delays, or any other cause, whether or similar or dissimilar to the foregoing, not within such party's reasonable control; provided reasonably satisfactory evidence of the occurrence of each instance thereof shall be furnished by the party claiming Unavoidable Delays to the other party.

2. **Demise** Landlord, for and in consideration of the rents hereinafter reserved by Landlord and the Provisions herein contained on the part of Tenant to be paid, kept and performed and for other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, has leased, rented, let and demised, and by these presents does hereby lease, rent, let and demise to Tenant, and Tenant does hereby take and hire from Landlord, the Land, upon and subject to (a) the Provisions herein, (b) the Permitted Exceptions, (c) any facts an accurate survey or inspection of the Property would show, (d) present and future building, environmental, zoning, use and other laws of all Governmental Authorities, and (e) the condition and state of repair the Property or any part thereof may be in at the Lease Date.

3. **Primary Term; Renewal Terms.** TO HAVE AND TO HOLD the Land unto Tenant, its legal representatives, successors and assigns, for an initial term commencing on this Lease Date and ending at 11:59 P.M. on the day which is the last day of the twentieth (20^{th}) Lease Year, unless sooner terminated as herein provided (the "Primary Term").

3.1 Tenant shall have five (5) options to extend the Term for an additional period of five (5) years each (each a "Renewal Term"), provided that Landlord receives a Notice of exercise not less than one hundred eighty (180) days prior to the expiration of the Primary Term or the then current Renewal Term stating that Tenant has elected to exercise such right to extend.

3.2 Upon the giving of a Notice of Tenant's exercise of its right to extend, this Lease shall thereupon be deemed extended for the Renewal Term with the same force and effect as if such Renewal Term had been originally included in the Term, subject to Fixed Rent adjustments set forth in Section 4.1.

3.3 All other terms, provisions, covenants and conditions of this Lease shall continue in full force and effect during any Renewal Terms.

4. Rent.

4.1 The Rent Commencement Date shall be the earlier of (a) one hundred eighty (180) days after completion of the Infrastructure Work; or (b) the date Tenant opens for business at the Property. Beginning on the Rent Commencement Date and continuing during the Term, Tenant covenants and agrees to pay to Landlord rent for the Land ("Fixed Rent") in the amount of $150,000.00 per year; provided, however, that on the first day of the second (2nd) Lease Year and on the first day of each Lease Year thereafter during the Term, Fixed Rent shall increase by two percent (2%).

4.2 Fixed Rent shall be accounted for and paid by Tenant to Landlord in equal monthly installments in advance starting on the Rent Commencement Date, and thereafter on the first day of each calendar month during the Term. Fixed Rent for any period during the Term which is less than one full month shall be prorated based upon the actual number of days of the month involved.

4.3 All Rent payable to Landlord shall be paid by Tenant to Landlord at Landlord's address specified for Notices herein, or to such other Person and/or at such other address as Landlord may direct by Notice to Tenant.

4.4 If Tenant shall fail to make payment of any installment of Rent within five (5) business days from the date upon which the same shall first have been due hereunder then and in each such event Tenant shall pay Landlord on demand, in addition to the installment or other payment due, as Additional Rent hereunder, a late payment fee an additional sum of One Hundred Fifty Dollars ($150.00) as a late charge. For the purposes of this Section, payments shall be deemed made upon the date of actual receipt by Landlord. The late payment fee required to be paid by Tenant shall be in addition to all other rights and remedies provided herein or by Law to Landlord for such nonpayment. Notwithstanding the foregoing, Tenant shall not be obligated to pay such late payment fee in connection with Tenant's first late payment of Rent during each Lease Year.

4.5 It is the purpose and intent of Landlord and Tenant that the Fixed Rent shall be net to Landlord and that Tenant shall pay as additional rent ("Additional Rent"), without notice or demand, and, except as otherwise provided in this Lease, without abatement, deduction or set-off, all costs, Impositions, insurance premiums to which the Property is subject and all other expenses and obligations of every kind and nature whatsoever relating to the Property which may arise or become due prior to or during the Term, other than interest and principal payments under any Landlord Mortgage and obligations, if any, which are the responsibility of Landlord under the terms of this Lease. In the event of any nonpayment of any of the foregoing, Landlord shall have, in addition to all other rights and remedies, all of the rights and remedies provided for herein (subject to applicable cure periods) or by Law in the case of nonpayment of

Fixed Rent (subject to applicable cure periods). Landlord agrees that it will give Tenant prompt Notice of any intent to pay any sum which would be deemed Additional Rent and Landlord will make such payment only if it does not receive assurance to its reasonable satisfaction that such payment has been or is being timely made by or on behalf of Tenant within five (5) business days of Tenant's receipt of Landlord's reasonable notice; provided however, nothing herein shall be deemed to preclude Landlord from paying any amount which would otherwise be deemed to be Additional Rent directly and immediately if, in Landlord's judgment, there is an emergency or an extraordinary circumstance warranting such payment.

5. Payment of Impositions.

5.1 Beginning on the Rent Commencement Date and continuing throughout the remainder of the Term, Tenant shall pay all Impositions, or cause the same to be paid, as and when due and payable, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof; provided however, that:

(a) If, by Law, any Imposition, at the option of the taxpayer may be, and customarily is, paid in installments, whether or not interest shall accrue on the unpaid balance of such Imposition, Tenant may, so long as no Event of Default shall then exist under this Lease beyond any applicable cure period, exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event shall pay such installments as may become due during the Term together with any interest thereon as the same respectively become due and before any fine, penalty, additional interest or cost may be added thereto; and

(b) Any Imposition (including assessments which have been converted into installment payments by Tenant) relating to a fiscal period of a taxing authority, a part of which is included after the Rent Commencement Date and during the remainder of the Term and a part of which is included in a period of time prior to the Rent Commencement Date or after the Expiration Date shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Property, or any part thereof, or shall become due and payable during the Term) be prorated between Landlord and Tenant as of the Rent Commencement Date or the Expiration of this Lease, as the case may be.

5.2 Except as provided in this Section, Tenant shall not be required to pay income taxes assessed against Landlord, or any capital levy, corporation franchise, or gross receipts tax based on Landlord's income, excess profits, estate, succession, inheritance or transfer taxes of Landlord.

5.3 Tenant shall exercise reasonable efforts to obtain and after payment shall furnish to Landlord official receipts of the appropriate taxing authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of any Impositions.

5.4 Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition, or to seek a reduction in the valuation of the Property as assessed for real estate or personal property tax purposes by appropriate proceedings diligently conducted in good faith, but only after payment of such Imposition unless such payment would operate as a bar to

such contest or interfere materially with the prosecution thereof in which event Tenant shall have the right to postpone or defer payment of such Imposition, in each case only if: neither the Property nor any part thereof would by reason of such postponement or deferment be in significant danger of being subjected to foreclosure proceedings, forfeited or lost.

5.5 Upon the termination of any proceeding (including appeals), conducted pursuant to Section 5.4 hereof, or if Tenant should so elect, at any time prior thereto, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceeding, the payment of which may have been deferred during the prosecution of such proceeding, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

5.6 Landlord shall have the right (a) to seek a reduction in the valuation of the Property and/or any portion or part thereof assessed for tax purposes if, within 30 days after Notice by Landlord to Tenant, Tenant fails to commence a proceeding to secure such reduction; (b) at Landlord's expense to participate in any such proceeding commenced by Tenant at Landlord's insistence or otherwise; and (c) to commence a proceeding with Notice to Tenant, or to intervene in and prosecute any proceeding commenced by Tenant, for a reduction of such assessed valuation or valuations which shall in whole or in part be for any period of time subsequent to the Expiration of this Lease.

5.7 To the extent to which any tax refund payable as a result of any proceeding which Landlord or Tenant may institute, or payable by reason of compromise or settlement of any such proceeding, may be based upon a payment made by or for the account of Tenant and shall not relate to a period subsequent to the Expiration of this Lease, subject to Tenant's obligation to reimburse Landlord forthwith as Additional Rent hereunder for any third-party out-of-pocket expense incurred by Landlord in connection with such proceeding (including reasonable attorney's fees), and so long as no Event of Default shall exist, Tenant shall be authorized to collect the tax refund.

5.8 Landlord shall not be required to join in any proceeding referred to in Section 5.4 hereof unless the provisions of any Law at the time in effect shall require that such a proceeding be brought by and/or in the name of Landlord or any owner of the Property, in which event Landlord shall, upon written request, join in such proceeding or permit the same to be brought in its name, upon compliance by Tenant with the requirements of Section 5.4 and this Section 5.8. Tenant agrees to indemnify and hold Landlord harmless from and against any costs or expenses (including reasonable attorneys' fees) or liabilities in connection with any such proceeding, if such proceeding has been requested or initiated by Tenant.

5.9 The certificate, advice or bill of the appropriate official designated by Law to make or issue the same or to receive payment of any Imposition, of payment or non-payment of such Imposition, shall be prima facie evidence that such Imposition is paid or due and unpaid at the time of the making or issuance of such certificate, advice or bill.

6. Use and Operation of Property.

6.1 Tenant may allow the use and occupation of the Property for any lawfully permitted use, including without limitation medical offices, urgent care centers and the operation

of a free-standing emergency medicine department (collectively, the "Permitted Uses" and each individually a "Permitted Use"). Tenant agrees that it will at all times maintain the Property (including the parking lots and other common areas) in accordance with any requirements of the Declaration and in a condition consistent with well-kept properties of similar value in the area, and that in the case of exterior common areas, attractively landscaped and properly paved and striped; and will provide adequate and necessary security for the Property.

6.2 Tenant shall not use, maintain or allow the use or maintenance of the Property or any part thereof to treat, store, dispose of, transfer, release, convey or recover any hazardous, toxic or infectious waste nor shall Tenant otherwise, in any manner, possess or allow the possession of any hazardous, toxic or infectious waste on or about the Property; provided, however, any toxic material lawfully permitted and generally recognized and appropriate for Tenant's Permitted Uses may be stored and used on the Property so long as (a) such storage and use is in the ordinary course of Tenant's business permitted under this Lease; (b) such storage and use is performed in compliance with all applicable Laws and in compliance with good and acceptable standards prevailing in the industry for the storage and use of such materials; and (c) such storage and use complies with all other Provisions of this Section 6.2 and this Lease . Hazardous, toxic or infectious waste shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which (x) as determined by a regulatory authority having jurisdiction to make such determination, causes or significantly contributes to an increase in mortality or in serious illness, or (y) poses the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable Laws. Tenant shall immediately notify Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste whose use or storage on or about the Property which Tenant has determined may violate applicable Laws and shall deliver to Landlord any Notice received by Tenant relating thereto.

6.3 Landlord and its agents shall have the right, but not the duty, to inspect the Property and conduct tests thereon at any time to determine whether or the extent to which there is hazardous, toxic or infectious waste on the Property. Landlord shall have the right to immediately enter upon the Property to remedy any contamination found thereon; provided, however, Landlord shall not exercise such right without first giving Tenant Notice of its intent to enter the Property and allowing Tenant a period of time which is reasonable under the circumstances to remedy such contamination provided Tenant is diligently pursuing such remedy. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's Personal Property on the Property or business caused thereby, unless such loss or damage results from Landlord's gross negligence or willful misconduct. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of hazardous materials, then, if such requirement arose in whole or in part because of Tenant's use of the Property, the reasonable and actual costs thereof shall be reimbursed by Tenant to Landlord upon demand as Additional Rent. Tenant shall execute affidavits, representations and estoppels from time to time, in form reasonably acceptable to Tenant, at Landlord's request, concerning Tenant's knowledge and belief regarding the presence of any hazardous, toxic or

infectious waste on the Property or Tenant's intent to store or use hazardous or toxic materials on the Property. Tenant shall indemnify and hold harmless Landlord from any and all claims, loss, liability, costs, expenses or damage, including reasonable attorneys' fees and other costs of remediation, incurred by Landlord in connection with any breach by Tenant of its obligations under this Section; provided, however, nothing in this Lease shall be construed or interpreted as requiring Tenant to indemnify Landlord for any claim, loss, cost or liability arising out of any hazardous, toxic or infectious waste on the Property as of the Lease Date. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

6.4 Tenant shall not use or occupy or knowingly permit the Property or any part thereof to be used or occupied, for any unlawful purpose or in violation of any certificate of occupancy, certificate of compliance, Permit or Law covering or affecting the use of the Property or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Property or any part thereof which may, in Law, constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

6.5 Tenant shall not use, occupy or improve or knowingly permit the Property or any part thereof to be used, occupied or improved, so as to violate any of the terms, conditions or covenants of the Declaration, or any other easements, restrictions, covenants or agreements now or hereafter affecting the Property.

6.6 To Landlord's knowledge, no hazardous, toxic or infectious waste has been manufactured, treated, released or disposed of on, in or under the Property or any part thereof and to the knowledge of Landlord, there are no underground storage tanks on the Property. Landlord hereby agrees to indemnify Tenant and its successors and assigns, and agrees to hold Tenant and its successors and assigns harmless, from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever, including attorneys' fees and costs paid, incurred or suffered by, or asserted against, Tenant and its successors and assigns as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any hazardous, toxic or infectious waste from the Property that occurred prior to the Lease Date (unless caused by Tenant).

6.7 So long as no uncured Event of Default by Tenant has occurred, Landlord shall not allow the property shown on Schedule A-3 hereto to be used for medical offices, urgent care centers or free-standing emergency medicine departments.

7. Surrender of the Property; Holding Over.

7.1 Tenant shall and will on the Expiration of this Lease, or upon any re-entry by Landlord upon the Property pursuant to this Lease, surrender and deliver up the Property into the possession and use of Landlord, without delay and in good order, condition and repair, ordinary wear and tear excepted and casualty damage excepted (provided Tenant is in compliance with Articles 10 and 11), free and clear of all lettings and occupancies, free and clear of all liens, charges and encumbrances except those which Landlord or its employees or agents cause after this Lease Date. On or before the Expiration of this Lease, Tenant shall pay off any

loan secured by a Tenant Mortgage and cause any Tenant Mortgage to be satisfied or cancelled of record. Title to and ownership of the Improvements shall remain in the Tenant until the Expiration of this Lease. On the Expiration of this Lease, title to and ownership of the Improvements shall automatically vest in Landlord without the execution of any further instrument and without any payment therefor by Landlord. Tenant shall have the right to remove Tenant's Personal Property upon Expiration of this Lease, provided that Tenant shall promptly repair any damage to the Improvements and the Land resulting from such removal. Any of Tenant's Personal Property remaining on the Property in excess of sixty (60) days following the Expiration of this Lease shall be deemed abandoned and shall, at Landlord's option, become Landlord's property. Tenant and Landlord shall, on demand, from the other party execute, acknowledge and deliver to the requesting party a written instrument, in recordable form, confirming such Expiration, as well as any further assurances of title to the Improvements as Landlord or Tenant may reasonably request, together with instruments in recordable form evidencing the Expiration of this Lease and the Memorandum of this Lease (as defined in Section 16) of even date herewith.

7.2 In the event of any holding over by Tenant after expiration or other termination of this Lease or in the event Tenant continues to occupy the Property after the termination of Tenant's right of possession pursuant to this Lease, occupancy of the Property subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, pay rent (on a per month basis without reduction for any partial months during any such holdover) equal to one hundred twenty-five (125%) percent of the Fixed Rent due for the period immediately preceding such holding over and the actual Additional Rent accruing on a prorata basis during the holdover period. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Term shall be construed to extend the Term or prevent Landlord from recovery of immediate possession of the Property by summary proceedings or otherwise. In the event Tenant continues to occupy the Property more than ninety (90) days after Landlord has given Tenant notice of Expiration of this Lease, Tenant shall be liable to Landlord for all actual damage which Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify Landlord against any and all proved claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering possession of the Property to such other tenant or prospective tenant.

7.3 The Provisions of this Article shall survive the Expiration of this Lease.

8. Repairs and Maintenance.

8.1 Throughout the Term, Tenant, at its sole cost and expense, shall (a) maintain in good condition and repair, ordinary wear and tear excepted, the Property, including but not limited to the roof, structural components, electrical systems, heating and air conditioning systems, plate glass, windows and doors; sprinkler, plumbing and sewage systems and facilities; fixtures; interior and exterior walls; floors; ceilings; gutters, downspouts, sidewalks, parking lot pavement, parking and dumpster areas, grounds and landscaped areas of the Property; all electrical facilities and equipment including without limitation interior and exterior lighting fixtures, lamps, fans and any exhaust equipment and systems; electrical motors; and all other appliances, fixtures and equipment of every kind and nature located in, upon or about the Property; all glass, both interior and exterior; and any broken glass shall be promptly

replaced at Tenant's expense by glass of like kind, size and quality; and (b) make all necessary or appropriate repairs, replacements and renewals, and, subject to the provisions of Articles 11, 12, and 15 hereof, all necessary or appropriate alterations and restorations thereto, interior and exterior, ordinary and extraordinary, and foreseen and unforeseen (collectively, "Repairs").

8.2 The necessity for and adequacy of Repairs to the Property made or required to be made pursuant to Section 8.1 shall be measured by standards which are appropriate for an emergency medicine facility in or near upscale shopping centers in the Tennessee City metropolitan area. Tenant shall, within thirty (30) days after demand by Landlord, begin to make such Repairs, or perform such items of maintenance, to the Property as Landlord may reasonably require in order to maintain the Property at the standards required by this Lease and thereafter Tenant shall diligently and continuously pursue and promptly complete such Repairs.

8.3 Except for any damage caused by Landlord or its employees or agents (which damage Landlord shall be responsible to repair at Landlord's sole cost), Landlord shall not be required to furnish any services or facilities or to make any Repairs in or about the Property or any part thereof, Tenant hereby assuming the full and sole responsibility for all Repairs to, and for the condition, operation, maintenance and management of, the Land and Building during the Term.

8.4 Tenant shall, at its sole cost and expense, keep the sidewalks, curbs, entrances, passageways, roadways and parking spaces, planters and shrubbery and public areas constituting the Land and Building in a clean and orderly condition, free of ice, snow, rubbish and obstructions.

9. Compliance with Laws.

9.1 Tenant, at its own sole cost and expense, shall comply with all present and future laws, ordinances, statutes, administrative and judicial orders, rules, regulations and requirements, including, without limitation, the Americans with Disabilities Act (collectively, "Laws") of all Governmental Authorities, and all orders, rules and regulations of the National and Local Boards of Fire Underwriters or any other body or bodies exercising similar functions ("Insurance Boards"), foreseen and unforeseen, ordinary as well as extraordinary, which are applicable to the Property or any part thereof or to the use or manner of use of the Property or the owners, tenants or occupants thereof whether or not any such Laws necessitate structural changes or improvements or interfere with the use or enjoyment of the Property. Tenant shall also procure, pay for and maintain all permits, licenses, approvals and other authorizations (collectively, "Permits") necessary for the lawful operation of its business at the Property and the lawful use and occupancy of the Property in connection therewith.

9.2 [Intentionally deleted]

9.3 Tenant shall have the right, after Notice to Landlord, to contest by appropriate legal proceedings, conducted in good faith, in the name of Tenant or Landlord or both, the validity or application of any Laws of the nature referred to in Section 9.1, and

Landlord, on written request, shall execute and deliver any appropriate papers which may be necessary or proper to permit Tenant so to contest the validity or application of any such Law, subject to the following:

(a) If by the terms of any such Law, compliance therewith pending the prosecution of any such proceedings may legally be delayed without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, or if any lien, charge or civil liability would be incurred by reason of any such delay, the same would not subject the Property or any part thereof to forfeiture, loss or suspension of operations, and Tenant (i) furnishes security reasonably satisfactory to Landlord against loss or injury by reason of such contest or delay and (ii) diligently and continuously prosecutes the contest to completion, then Tenant may delay compliance therewith until the final determination of any such proceeding.

(b) Tenant covenants that Landlord shall not suffer or sustain any costs, expenses or liabilities by reason of any act or thing done or omitted to be done by Tenant pursuant to this Section 9.3.

10. Insurance.

10.1 **Fire and Casualty Insurance.** During the Term, Tenant shall keep the Improvements insured against loss or damage by fire and such other risks as may be included in an all risk property insurance policy (except that Tenant need not carry earthquake and war risks insurance) in an amount equal to at least one hundred percent (100%) of the full replacement value of the Improvements (exclusive of foundation and footings) and as necessary to avoid co-insurance. Such all-risk property coverage and casualty insurance shall cover the following risks (a) loss relating to Boiler and Machinery, (b) loss of business income for a period of twelve (12) months and providing coverage against Tenant's obligation to continue to pay Rent under this Lease during the period of loss, and (c) cost of demolition and increased cost of construction. All such policies of insurance (except as to Tenant's Personal Property, furniture, furnishings, trade fixtures, merchandise, goods, inventory and equipment located on the Property) shall name Landlord and its lender as an additional loss payee, as their interests may appear. Tenant alone shall be entitled to receive all insurance proceeds paid under its casualty or hazard insurance policies attributable to Tenant's Personal Property, furniture, furnishings, trade fixtures, merchandise, goods, inventory and equipment located on the Property or business losses other than rent loss.

10.2 **Tenant's Contents and Builder's Risk Insurance.** Beginning on the commencement of construction of the Building and continuing throughout the remainder of the Term, Tenant shall maintain adequate fire and extended coverage insurance on the contents of the Building and Tenant's fixtures, equipment and property located in the Building. Before commencement of construction of the Building, Tenant shall procure and shall maintain (or cause to be procured and maintained, as the case may be) in force, until full completion and the obtaining of a certificate of occupancy with respect to the completed improvements, "all risks" builder's risk insurance including vandalism and malicious mischief, providing full coverage for improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's and subcontractor's tools and equipment and property owned by the contractor's and subcontractor's employees. Tenant shall also maintain (or cause to be

maintained, as the case may be) worker's compensation insurance in the amount required by the State of Tennessee in connection with any work on or about the Property.

10.3 Commercial General Liability Insurance. Tenant shall maintain on the Property Commercial General Liability Insurance with minimum combined single limits for personal injury, bodily injury and property damage of not less than $1,000,000.00 per occurrence, and aggregate limits of not less than $2,000,000.00, and Excess Liability Insurance with minimum combined limits of liability of not less than $5,000,000.00 per occurrence, and aggregate limits of not less than $5,000,000.00.

10.4 Landlord Named as Additional Insured. Each insurance policy required of Tenant under this Lease (except insurance covering only Tenant's Personal Property) shall name Landlord and its lenders as an "additional insured" thereunder, and (ii) expressly provide that such policy shall not be canceled (including cancellation for nonpayment of premiums) or materially amended without at least thirty (30) days prior written notice given to Landlord or any designated lender at the address designated by Landlord and such lender.

10.5 Release and Waiver of Subrogation.

10.5.1 Tenant waives any and every claim which arises or may arise in Tenant's favor against Landlord, its shareholders, members, partners, officers, agents, contractors and employees during the Term for any and all loss or damage, which loss or damage is required by this Lease to be covered by the insurance of Tenant. The foregoing waiver and release provisions shall apply to any self-insurance and/or deductibles maintained pursuant to this Lease as if Tenant had provided the insurance otherwise required by this Lease for said amounts. All policies of insurance required under this Lease shall waive any rights of subrogation or otherwise against Landlord, notwithstanding any act or failure to act by Landlord, its shareholders, members, partners, officers, agents, contractors and employees.

10.5.2 Landlord waives any and every claim which arises or may arise in Landlord's favor against Tenant, its shareholders, members, partners, officers, agents, contractors and employees during the Term for any and all loss or damage, which loss or damage is covered by the insurance of Landlord. The foregoing waiver and release provisions shall apply to any self-insurance and/or deductibles maintained by Landlord. All policies of insurance maintained by Landlord with respect to the Property shall waive any rights of subrogation or otherwise against Tenant, notwithstanding any act or failure to act by Tenant, its shareholders, members, partners, officers, agents, contractors and employees.

10.6 Evidence of Insurance. Tenant agrees to provide to Landlord annually (or upon renewals but promptly after the expiration of the term of such insurance), certificates of insurance (or full equivalent stating the coverages, the insureds, and notices to be given) evidencing coverages required by this Lease, all in a form reasonably required by Landlord or the holder of a Landlord Mortgage. Except as provided herein, any company writing such insurance which Tenant is required to maintain pursuant to this Lease shall at all times be permitted to provide such insurance in the jurisdiction in which the Property is located and such insurer shall have an A-/VII or better rating by the latest edition of A.M. Best's Insurance Rating Services (or the equivalent thereof if Best's Insurance Rating is no longer published).

Notwithstanding anything to the contrary herein, Landlord and Tenant agree that so long as not less than eighty-five percent (85%) of the insurance coverage afforded under each of Tenant's purchased insurance policies required under Section 10.1 and Section 10.2 will be issued by insurers which are rated not less than Financial Size X, and with a Financial Strength rating of A in the most recent version of Best's Key Rating Guide, Tenant will be deemed to have complied with the insurance rating requirements of this Section. Notwithstanding anything to the contrary herein, in the event Tenant elects to purchase any of the insurance required by Section 10.3 from and through Health Care Indemnity, Inc. ("HCII"), HCII shall not be required to comply with the requirements of maintaining not less than an A.M. Best's A-/VIII rating provided Tenant provides reasonable evidence to Landlord that HCII has sufficient reserves and reinsurance facilities to meet Tenant's reasonable underwriting standards for financial security.

10.7 **Unavailability of Insurance.** In the event the required insurance coverages are no longer available in the primary insurance market, Tenant shall not be in default of its obligations to provide the insurance specified in this Article 10 if it procures such coverages as are then available in the marketplace which most closely meet the specified coverages.

10.8 **Blanket Policies and Self-Insurance.** Tenant shall have the option to provide or maintain any insurance required by the Lease under blanket insurance policies maintained by Tenant or Tenant's parent company; provided however, that Landlord and others mentioned above shall be named as an additional insured thereunder as their interests may appear and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further, that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks on the Property for which policies or copies thereof are not required to be delivered to Landlord. In addition, subject to Landlord's prior written approval, which shall not be unreasonably withheld, Tenant shall have the option to maintain self-insurance and/or or provide or maintain insurance through such alternative risk management programs as Tenant or its parent company may provide or participate in from time to time (such types of insurance programs being herein collectively and severally referred to as "self-insurance"), provided that the same does not thereby decrease the insurance coverage or limits set forth herein, Tenant is conferred "named insured" status under such programs or policies, and Landlord is conferred "loss payee" or "additional insured" status under such programs or policies in accordance with the aforementioned requirements. Any self-insurance approved by Landlord shall be deemed to contain all of the terms and conditions applicable to such insurance as required herein.

11. Damage or Destruction by Fire or Other Casualty.

11.1 If, at any time during the Term, the Improvements shall be damaged in whole or in part by fire, the elements or other casualty, Tenant shall promptly notify Landlord thereof. Tenant shall promptly and diligently repair said damage and restore the Improvements to substantially the same condition which existed immediately prior to the occurrence of such damage. There shall be no abatement of or adjustment to Rent as a result of any damage or destruction.

11.2 Notwithstanding the provisions of Section 11.1 and the provisions of the Declaration relating to an obligation to rebuild following a casualty event, if, during the last three (3) years of the Primary Term or during the last three (3) years of any Renewal Term, a casualty occurs and the damage exceeds fifty percent (50%) of a reasonable estimate of the replacement cost of the Improvements, then, upon Notice to Landlord, Tenant may elect not to restore the Improvements and to terminate this Lease. If Tenant shall terminate this Lease pursuant to this Section 11.2, or if Landlord shall terminate this Lease on account of a Default by Tenant in its repair and restoration obligations under Section 11.1, then Landlord shall be entitled to the insurance proceeds relating to the Property, together with any deductible (excluding insurance payable for Tenant's Personal Property), subject, however, to the prior payment to any Tenant Mortgagee of the balance of the Tenant Mortgage. In the event the provisions of this Section 11.2 conflict with the provisions of the Declaration, the terms of this Section 11.2 shall govern and control.

12. Construction of Improvements.

12.1 (a) Landlord acknowledges that Tenant is leasing the Land and will construct the Building and other Improvements thereon.

(b) Subject to the terms of Section 12.5 herein, no Improvements shall be constructed on the Land (or the exterior of such Improvements thereafter altered or modified in any material respect) unless such Improvements are of consistent quality with improvements for comparable emergency medicine facilities in or near upscale shopping centers in the Nashville metropolitan area. Prior to the construction of any new Improvements or prior to any alteration or modification of the exterior of such Improvements thereafter, Tenant shall provide copies of the plans and specifications (including a grading plan, storm water discharge plan, utilities plan for any proposed connections), site plan depicting building area, parking area, landscape islands, dumpster areas, curb cuts and related site improvements, lighting plan, signage plan, landscaping plan, elevation plan and detail specification showing materials and colors (the "Proposed Plans") for such Improvements or such alterations or modifications to the exterior of such Improvements to Landlord for approval. All improvements shall comply substantially and materially with the Proposed Plans as presented to Landlord unless changes are approved in writing by Landlord (which approval shall not be unreasonably withheld). Landlord shall have thirty (30) days after receipt of any request for approval of Proposed Plans complying with the foregoing provisions to review and object to same. If Landlord does not object to the Proposed Plans within such thirty (30) day period by a written objection stating particularly Landlord's objections to the Proposed Plans, then the Proposed Plans shall be conclusively deemed approved, and Landlord shall not have the right to any further objection to Improvements constructed in accordance with such approved Proposed Plans and agrees to confirm in writing the approval thereof under this provision. Neither the recommendation, designation or approval by Landlord of the Proposed Plans (nor any other architects or engineers plans) shall constitute a representation or warranty by Landlord that such plans either (a) are complete or suitable for their intended purpose, or (b) comply with applicable governmental requirements; and Tenant expressly agrees that Landlord assumes no responsibility or liability whatsoever for such completeness, suitability or compliance. Notwithstanding anything to the contrary herein, Tenant's obligations under this Lease are expressly conditioned upon Tenant obtaining Landlord's written approval to the Proposed Plans for the Building and other initial

improvements to the Land. In the event Landlord has not given its written approval to the Proposed Plans for the Building and other initial improvements to the Land on or before the date that is forty-five (45) days after the date on which the Proposed Plans are delivered by Tenant to Landlord (the last day of such 45-day period being referred to herein as the "Outside Approval Date"), Tenant shall have the right to terminate this Lease by giving written notice to Landlord on or before the date that is thirty (30) days after the Outside Approval Date.

12.2 Subject to the terms of Section 12.5 herein, Tenant covenants and agrees that no Improvements will be constructed except in compliance with, and Tenant hereby covenants that it will comply with, each of the following Provisions:

(a) All Improvements shall be made with reasonable diligence and dispatch (subject to Unavoidable Delays) in a good and workmanlike manner.

(b) Tenant shall procure, at its own sole cost and expense, all necessary Permits from all Governmental Authorities. Upon Tenant's request, Landlord shall join in the application for such Permits whenever such action is necessary, and Tenant covenants that Landlord will not suffer, sustain or incur any material costs, expense or liability by reason thereof;

(c) All Improvements shall be made in compliance and conformity with all applicable Laws of all Governmental Authorities and Permits.

(d) In making any Improvements, Tenant shall not violate the terms or conditions of any insurance policy obtained or required pursuant to the Provisions hereof affecting or relating to the Property or any part thereof, or the terms of the Declaration or any covenants, restrictions or easements affecting the Property;

(e) Tenant shall pay all costs, expenses and liabilities arising out of, in connection with, or by reason of any Improvements, and shall keep the Property free and clear of all liens, claims and encumbrances in any way arising out of, in connection with, or by reason of, any Improvements, subject to the Tenant Mortgage and the Provisions of Article 13 hereof;

(f) No Improvements shall create any encroachment upon any easement, street or adjacent premises; and

(g) Except for Improvements performed entirely within the enclosure walls of any Improvements then existing on the Property or Improvements costing less than $100,000.00, Tenant shall, upon completion thereof, promptly deliver to Landlord a copy of an ALTA "as-built" survey of the Property showing such Improvements.

12.3 Except as may be otherwise provided herein, Landlord shall not be required to make any contribution to the cost of any Improvements or any part thereof, and except as may be otherwise provided herein, Tenant covenants that Landlord shall not be required to pay any cost, expense, or liability arising out of or in connection with or by reason of any Improvements.

12.4 Landlord agrees to join in any necessary and appropriate applications for applicable Permits, approvals and licenses necessary for the construction of the Improvements and the operation of Tenant's business; provided, however, that all such applications and the costs of obtaining the Permits shall be at Tenant's sole expense.

12.5 Notwithstanding anything to the contrary herein, following completion of the Building and related improvements to the Land, Tenant shall be permitted to make any alterations or renovations to the Property which are not Material Alterations (as hereinafter defined) without Landlord's prior written consent. "Material Alterations" shall mean any alterations or renovations to the Improvements which either (a) affect structural components or the roof of the Building or relating improvements, (b) affect the exterior of the Building or related improvements on the Land, or (c) have an aggregate cost of construction or installation in excess of $250,000.

12.6 Landlord hereby consents to Tenant installing and maintaining on the Property the signage more particularly described in Schedule E attached hereto and incorporated herein.

13. Discharge of Liens.

13.1 Tenant shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge levied on account of any Imposition or any mechanic's, laborer's, or materialman's lien, or, other than the Tenant Mortgage created or discharged in accordance with the terms of this Lease, any mortgage, deed of trust or otherwise which might or does constitute a lien, encumbrance or charge upon the Property or any part thereof, or the income therefrom, unless the same arises from any act or omission of Landlord or its employees or agents, and Tenant will not suffer any other matter or thing whereby the estate, rights and interests of Landlord in the Property or any part thereof might be impaired; provided that any Imposition may, after the same becomes a lien on the Property, be paid or contested in accordance with Article 5 hereof, and any mechanic's, laborer's, or materialman's lien may be discharged in accordance with Section 13.2 hereof.

13.2 If any such mechanic's, laborer's or materialman's lien shall at any time be filed against the Property or any part thereof, Tenant, within sixty (60) days after filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within such period then, in addition to any other right or remedy, Landlord may (after so notifying Tenant), but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. In any event, if any suit, action or proceedings shall be brought to foreclose or enforce any such lien, Tenant shall, at its own sole cost and expense, promptly pay, satisfy and discharge any final judgment entered therein, in default of which Landlord, at its option, may do so. Any and all amounts so paid by Landlord as in this Section provided, and all costs and expenses paid or incurred by Landlord in connection with any or all of the foregoing matters, including reasonable attorney's fees, together with interest thereon at this Lease Interest Rate from the respective dates of Landlord's making of such payments, shall be paid by Tenant to Landlord on demand as Additional Rent hereunder.

13.3 Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord or Tenant, as the case may be, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Property or any part thereof. Notice is hereby given that Landlord shall not be liable for any labor or materials or services furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for any such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the Property or in this Lease. Notice is hereby given that Tenant shall not be liable for any labor or materials or services furnished or to be furnished to Landlord upon credit, and that no mechanic's or other lien for any such labor, materials or services shall attach to or affect the fee or other estate or interest of Tenant in the Property or in this Lease.

14. Entry on Property by Landlord.

14.1 Upon reasonable Notice by Landlord, Tenant shall permit Landlord and its authorized representatives and designees to enter the Property at all reasonable times for the purpose of (a) inspecting the same and (b) making any Repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to make any such Repairs or perform any such work or exercise commercially reasonable efforts to commence the same for thirty (30) days after Notice from Landlord (or without Notice in case of emergency). Nothing herein contained shall be construed as imposing any duty upon Landlord to do any such work. The performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord agrees that (a) its access rights under this Section shall be exercised in a manner that does not unreasonably interfere with Tenant's business operations on the Property, and that protects the privacy rights of Tenant's patients, and (b) Tenant may condition Landlord's access to the Property upon Landlord or its representatives and designees being escorted and accompanied by a representative of Tenant.

14.2 [Intentionally deleted]

14.3 Upon reasonable Notice by Landlord, Landlord and its designees shall have the right to enter the Property at all reasonable times during usual business hours for the purpose of showing the Property to prospective purchasers and mortgagees; and with respect to prospective tenants of the Property during the last twelve (12) months of the Term.

15. Condemnation.

15.1 If at any time during the Term hereof all or a material portion (as defined in Section 15.5 hereof) of the Property shall be taken for any public or quasipublic purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement in lieu of condemnation among Landlord, Tenant and those authorized to exercise such right (a) the obligations of Tenant to comply with the Provisions of this Lease shall continue unimpaired until the date of the taking; (b) this Lease and the Term shall Expire on the date of such taking; and (c) the Rent hereunder shall be apportioned and paid to the date of such

taking, subject, however, to the right of Tenant, at its election, to continue to occupy the Property, subject to the terms and provisions of this Lease (including, without limitation, the payment of Rent), for all or such part, as Tenant may determine, of the period between the date of such taking and the date when possession of the Property shall be taken by the appropriating authority and any unearned rent or other charges, if any, paid in advance for periods after the date possession is taken by the taking authority, shall be refunded to Tenant. If Tenant continues to occupy the Property until the appropriating authority takes possession of the Property, Tenant shall continue to pay all Rent and other charges due under this Lease, and comply with all the terms of this Lease through and including the date that Tenant surrenders possession. The entire award received shall be distributed, after deduction therefrom of all reasonable fees and expenses of collection, including reasonable attorneys' and experts' fees, so that the interest of each party in the award shall be equal to the ratio of the value of its interest, as set out in (a) and (b) below, to the total value of Landlord's and Tenant's interests so taken:

(a) Landlord shall receive the value of all of Landlord's right, title and interest in its fee estate in the Land, its reversionary interests in the Improvements pursuant hereto and all other rent and benefits due Landlord hereunder; and

(b) Tenant shall receive the value of all of Tenant's right, title and interest in its leasehold estate, its fee estate in the Improvements and its interest under this Lease.

15.2 If at any time during the Term less than a material portion of the Property shall be taken ("Partial Taking"), except as provided in Section 15.3 below, this Lease and the Term shall continue in full force and effect without reduction, abatement or effect of any nature whatsoever upon the Term. Tenant shall give prompt Notice of any Partial Taking to Landlord and shall proceed, with reasonable diligence, and to the full extent of the award for such Partial Taking, to perform any necessary Repairs and (subject to the provisions of Article 12) any necessary or desirable Improvements, at Tenant's sole cost and expense; provided however, that so long as Tenant expeditiously, diligently and continuously prosecutes settlement or collection of the award, Tenant shall not be required to commence such Improvements until it has received the award, but Tenant shall prior to the receipt of the award and at its own expense take any remedial steps required by applicable Law. All awards payable as a result of any such Partial Taking shall be distributed as follows and in the following order, after deduction therefrom of all reasonable fees and expenses of collection, including reasonable attorneys' and experts' fees:

(a) Tenant shall receive an amount equal to the cost of any Repairs and Improvements made by Tenant pursuant to this Section 15.2; and

(b) the balance of the award shall be equitably distributed between Tenant and Landlord in a manner consistent with Section 15.1.

15.3 In the case of any Partial Taking, the Fixed Rent payable by Tenant hereunder shall be equitably reduced by an amount which takes into account the actual amount of the Land taken, as well as Tenant's access to, visibility of, and parking at the Property to the extent it materially and adversely interferes with Tenant's Permitted Uses of the Property.

15.4 If, for the purposes of Section 15.1 and 15.2 hereof Landlord and Tenant cannot agree on amounts to be distributed to the Parties pursuant to this Article 15 or whether there has been a taking of all or a material portion of the Property, either party may submit the matter to binding appraisal by Notice to that effect to the other party and shall in such Notice appoint an MAI Appraiser who has been a member of The American Institute of Real Estate Appraisers for not less than ten (10) years and has performed appraisals of net leased commercial properties in the State throughout that period (an "Appraiser") who shall have had experience in appraising commercial properties for financial institutions, as appraiser on its behalf. Within 20 days thereafter, the other party shall by Notice to the first party appoint a second disinterested appraiser (meeting the foregoing qualifications) on its behalf. If the two appraisers thus appointed cannot reach agreement on the question presented on the basis aforesaid within 45 days after the appointment of the second appraiser, then the appraisers thus appointed shall appoint a third disinterested appraiser (meeting the foregoing qualifications), and a majority of the three appraisers shall as promptly as possible determine the question presented, provided that:

(a) If the second appraiser shall not have been appointed as aforesaid, the first appraiser shall alone proceed to determine such matter; and

(b) If the two appraisers appointed by the parties shall be unable to agree, within 45 days after the appointment of the second appraiser, either on the question presented or on the appointment of a third appraiser, they or either of them shall give Notice of such failure to agree to the parties, and, if the parties fail to agree upon the selection of such third appraiser within 15 days after the appraisers appointed by the parties have given such Notice, then within 30 days thereafter either of the parties, upon Notice to the other party, may request such appointment by the American Arbitration Association (or any successor thereto) in the State or on its failure, refusal or inability to act, may apply for such appointment to a court of competent jurisdiction.

(c) The determination made as above provided shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The appraisers chosen by the parties, the sole appraiser, if the second party does not choose an appraiser, or the majority of the three appraisers as above provided, as the case may be, shall give Notice to the parties stating their or his determination, and shall furnish to each party a signed copy of such determination.

(d) Each party shall pay the fees and expenses of the appraiser appointed by such party and one-half of the other expenses of the appraisal properly incurred hereunder.

15.5 As used in this Article 15, a taking of all or a "material portion" of the Property (the consequences of which are set forth in Section 15.1 hereof) shall mean a taking of (a) 15% or more of the area of the Building; (b) 15% or more of the area of the Land which materially adversely affects the adequacy of parking serving the Property, or (c) which materially adversely affects the easements servicing the Property and easements reasonably equivalent to those in existence prior to such taking cannot be restored; (d) which materially adversely affects

access to and from the Property or adequacy of parking serving the Property; or (e) which otherwise renders the continued Permitted Uses of the Property not economically feasible in Tenant's reasonable judgment. Any dispute as to whether there has been a Partial Taking or a taking of all or a material portion of the Property shall be submitted to arbitration and appraisal in accordance with Section 15.4 hereof.

16. **Memorandum of Lease.** Concurrently with the execution hereof, Landlord and Tenant are executing and acknowledging a Memorandum of Lease, in form annexed as **Schedule C**, which may be recorded by either party (the "Memorandum of Lease"). To the extent there are any transfer taxes or conveyances taxes due in connection with the recording of such Memorandum of Lease, Tenant shall pay the costs of such taxes.

17. **Estoppel Certificates.**

17.1 Tenant agrees at any time and from time to time, upon not less than thirty (30) days' Notice by Landlord, to execute, acknowledge and deliver, without charge, to Landlord or to any Person designated by Landlord, a statement in writing certifying that: (a) this Lease is unmodified (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof), (b) Tenant has not received any Notice of default or Notice of termination of this Lease (or if Tenant has received such a Notice, that it has been revoked, if such be the case), (c) to Tenant's knowledge that no Event of Default exists hereunder (or if any such Event of Default does exist, specifying the same and stating that the same has been cured, if such be the case), (d) that Tenant has no claims or offsets against Landlord hereunder (or if Tenant has any such claims or offsets, specifying the same), (e) the dates to which Fixed Rent and Additional Rent payable by Tenant hereunder have been paid, and (f) such other information as may be requested by Landlord and can be supplied by Tenant without unreasonable expense.

17.2 Landlord agrees at any time and from time to time, upon not less than thirty (30) days' Notice by Tenant, to execute, acknowledge and deliver, without charge, to Tenant, or to any Person designated by Tenant, a statement in writing certifying that: (a) this Lease is unmodified (or if there be modifications, identifying the same by the date thereof and specifying the nature thereof) (b) that no Notice of default or Notice of termination of this Lease has been served on Tenant (or if Landlord has served such Notice, that the same has been revoked, if such be the case) (c) that to Landlord's knowledge, no Event of Default exists under this Lease (or if any such Event of Default does exist, specifying the same); (d) the dates to which Fixed Rent and Additional Rent have been paid by Tenant; and (e) such other information as may be requested by Tenant and can be supplied by Landlord without unreasonable expense.

18. **Indemnification.**

18.1 Tenant shall indemnify and save Landlord harmless from and against, and shall reimburse Landlord for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, whether founded in tort, in contract or otherwise, including reasonable attorneys' fees and costs, which may be imposed upon or incurred or paid by or asserted against Landlord or Landlord's interest in the Property by reason of or in connection with any of the following occurring during the Term:

(a) The completion of any Improvements and anything done in, on or about the Property or any part thereof in connection therewith;

(b) The use, non-use, possession, occupation, condition, operation, maintenance or management of the Property, or any part thereof;

(c) Any negligent or tortious act on the part of Tenant or any of its subtenants, agents, contractors, servants or employees;

(d) Any accident, injury, death or damage to any Person or property occurring in, or about the Property;

(e) Any failure on the part of Tenant to perform or comply with any of the Provisions contained in this Lease on its part to be performed or complied with; and

(f) Any violation of the Declaration by Tenant or any of its subtenants, agents, contractors, servants or employees.

18.2 Nothing contained in this Lease shall be deemed to require Tenant to indemnify Landlord with respect to the negligence or willful misconduct of Landlord, its tenants (other than Tenant), agents, contractors, servants, employees, licensees or invitees or breach of this Lease by Landlord.

18.3 In case any action or proceeding is brought against Landlord by reason of any claim referred to in this Section, Tenant, upon Notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding, in Landlord's name, if necessary, by counsel for the insurance company, if such claim is covered by insurance, otherwise by counsel reasonably approved by Landlord, which approval shall not be unreasonably withheld or delayed. Landlord agrees to give Tenant prompt notice of any such claim or proceeding.

18.4 The Provisions of this Article shall not in any way be affected by the absence in any case of any covering insurance or by the failure or refusal of any insurance company to perform any obligation on its part.

19. Default Provisions.

19.1 The following shall constitute events of default ("Events of Default") hereunder:

(a) If default shall be made in the due and punctual payment to Landlord of any Fixed Rent payable under this Lease when and as the same shall have become due and payable, and such default shall continue for a period of ten (10) days after Notice from Landlord; or

(b) If default shall be made in the due and punctual payment to Landlord of any Additional Rent payable under this Lease when and as the same shall have

become due and payable, and such default shall continue for a period of thirty (30) days after Notice from Landlord; or

(c) If default shall be made by Tenant in the performance of or compliance with any of the Provisions contained in this Lease (other than those referred to in the foregoing Sections 19.1(a) and (b)) and either such default shall continue for a period of thirty (30) days after Notice thereof from Landlord to Tenant, or, in the case of a default or a contingency which is susceptible of being cured but which cannot with due diligence be cured within such period of thirty (30) days, Tenant fails to commence with all due diligence within such period of thirty (30) days to cure the same and thereafter to continuously prosecute the curing of such default with all due diligence (it being intended that in connection with a default susceptible of being cured but which cannot with due diligence be cured within such period of thirty (30) days that the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the curing thereof continuously and with all due diligence but in no event to exceed one hundred twenty (120) days in the aggregate unless Tenant demonstrates that the default is not susceptible of a cure within one hundred twenty (120) days despite the due diligence of Tenant by reason of matters outside of Tenant's control (it being agreed that insufficient funds shall not excuse Tenant's performance), in which case the period allowed to cure such default shall be extended for a commercially reasonable time); or

(d) Subject to the Provisions of Section 19.3 hereof, if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any present or future Federal Bankruptcy Code or any other present or future applicable Law ("Bankruptcy Law"), or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as the same become due (collectively, "Acts of Bankruptcy"); or

(e) Subject to the Provisions of Section 19.3 hereof, if within ninety (90) days after the commencement of any proceedings against Tenant seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any Bankruptcy Law, such proceedings shall not have been dismissed, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Tenant or any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or the Property (other than a result of Landlord's acts unrelated to the enforcement of Landlord's rights under this Lease), such appointment shall not have been vacated or stayed on appeal or otherwise, or within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated, or if within sixty (60) days, an execution, warrant, attachment, garnishment levied or fixed against the Property, or any part thereof, or against Tenant (other than as a result of Landlord's acts unrelated to the enforcement of Landlord's rights under this Lease) shall not be bonded, vacated or discharged.

19.2 Upon the occurrence of any Event of Default, Landlord at any time thereafter (but prior to the curing of such Event of Default) may give Notice to Tenant stating

that this Lease and the Term shall Expire on the date specified in such Notice, which shall be at least sixty (60) days after the giving of such Notice, and on the date specified in such Notice this Lease and the Term shall Expire with the same force and effect as though the date so specified were the date herein originally fixed as the Expiration Date of the Term, but Tenant shall remain liable as hereinafter provided.

19.3 No Act of Bankruptcy of Tenant under any Bankruptcy Law set forth in subsection 19.1(d), and no proceeding or action of the nature described in subsection 19.1(e) occurring or taken by or against Tenant shall be grounds for the Expiration of this Lease pursuant to this Article unless the same shall be taken or brought by or against the Person which then is the owner of this Lease or an interest herein.

19.4 Upon any Expiration of this Lease pursuant to Section 19.2 hereof, or by or resulting from summary proceedings, re-entry or otherwise, Tenant shall quit and peaceably surrender the Property. Landlord, in addition to all other remedies herein reserved to it, upon or at any time after such Expiration, may, without further Notice, enter upon and re-enter the Property and possess and repossess itself thereof by summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and all other Persons and property from the Property, and may have, hold and enjoy the Property and the right to receive all income of and from the same.

19.6 No failure by either party to insist upon the strict performance of any Provision of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of any such breach or such Provision. No Provision of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Lease, but each and every Provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19.7 In the event of any breach or threatened breach by Tenant or Landlord of any of the Provisions of this Lease, the other party shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed by Law, in equity or otherwise, as though re-entry, summary proceedings and other remedies were not provided for in this Lease.

19.8 Each right and remedy of Landlord and Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing by Law, in equity or otherwise, and, subject to the provisions of Section 19.7, the exercise or beginning of the exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing by Law, in equity or otherwise shall not preclude the simultaneous or later exercise of any or all other rights or remedies provided for in this Lease or now or hereafter existing by Law, in equity or otherwise.

19.9 The occurrence of the following constitutes an "Event of Default" by Landlord under this Lease: failure by Landlord to observe or perform any covenant, agreement,

condition or Provision of this Lease which materially adversely affects Tenant's use and occupancy of the Property, if such failure shall continue for thirty (30) days after receipt of Notice from Tenant to Landlord (and any mortgagee of Landlord the address for which Landlord has provided in a written Notice to Tenant) specifying such failure; provided, however, if such default is of a nature that it can be cured and if Landlord in good faith commences to cure such default within such thirty (30) day cure period, but due to the nature of such default it could not reasonably be cured within such cure period after due diligence, no Event of Default shall be deemed to have occurred at the end of the cure period if Landlord is then diligently pursuing such cure to completion and completes such cure within one hundred twenty (120) days after the date on which Tenant's Notice was received by Landlord. If Landlord should be in default in the performance of any of its obligations hereunder beyond the applicable cure period, Tenant shall have the right, at its option, to pursue any and all remedies available to Tenant under applicable law, including the right to terminate this Lease and recover from Landlord any and all actual damages resulting from or relating to Landlord's default.

19.10 In the event that either Landlord or Tenant commences a suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, the prevailing party, as determined by the court having jurisdiction over the suit, shall be entitled to recover its reasonable costs and expenses, including, but not limited to, all reasonable attorneys' fees and expenses incurred in enforcing such obligations and/or collecting such amounts, as determined by the applicable court.

20. **Invalidity of Particular Provisions.** If any Provision of this Lease or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such Provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each Provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

21. **Notices.**

21.1 All notices, requests, demands, consents, approvals and other communications which may or are required to be served or given hereunder ("Notices") shall be in writing and shall be personally delivered with a receipt signed by the recipient or sent by a nationally recognized courier service for overnight delivery providing evidence of delivery, addressed as follows:

(a) If to Landlord, at the address first above set forth to the attention of Mark McDonald, with copies to:

E. H. Camp, III
3841 Green Hills Village Dr., Suite 400
Nashville, TN 37215

and

(b) If to Tenant to the following addresses:

TriStar Southern Hills Medical Center
1100 Charlotte Avenue, Suite 1500
Nashville, TN 37203

With copies to:

Morgan Jones, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union St. - Suite 2700
Nashville, TN 37219

21.2 Either party may, by Notice, change its address for all subsequent Notices, except that neither party may require Notices to it to be sent to more than four addresses. Notice given by counsel for a party shall be deemed Notice by such party.

21.3 Except where otherwise expressly provided to the contrary in this Lease, Notices shall be deemed given when received or, when delivery is refused.

22. Quiet Enjoyment. Landlord covenants that Tenant, upon paying when due Fixed Rent and Additional Rent herein provided for and observing and keeping all Provisions of this Lease on its part to be observed and kept, shall quietly have and enjoy the Property during the Term, without hindrance or molestation by anyone claiming by, through or under Landlord, subject, however, to the Permitted Exceptions and Provisions of this Lease.

23. Landlord's Right to Perform Tenants Covenants.

23.1 If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of Article 5 hereof, or to take out, pay for, maintain or deliver any of the insurance policies provided for in Article 10 hereof, or shall fail to make any other payment on its part to be made to Landlord, then Landlord, after 5 business days' Notice to Tenant, except when other Notice is expressly provided for in this Lease (or without Notice in case of emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to):

(a) Pay any Imposition payable by Tenant pursuant to the Provisions of Article 5 hereof; or

(b) Take out, pay for and maintain any of the insurance policies provided for in Article 10 hereof; or

(c) Make any other payments on Tenant's part to be made to Landlord as provided in this Lease.

23.2 [Intentionally deleted]

23.3 All sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon at this Lease Interest Rate from the respective dates of Landlord's making of each such payment or incurring of each such cost and expense, shall be paid by Tenant to Landlord on demand as Additional Rent hereunder, and Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the minimum amount of insurance required by the Provisions of this Lease, and damages, costs and expenses of suit suffered or incurred by reason of damage to, or destruction of, the Improvements occurring during any period when Tenant shall have failed or neglected to provide such insurance.

24. Tenant Mortgage.

24.1 **Conditions.** Tenant may place a Tenant Mortgage on Tenant's interest in this Lease and the Improvements without the joinder of Landlord, and without Landlord's approval, provided that:

(a) There shall be no personal liability imposed upon Landlord for repayment of the loan secured by the Tenant Mortgage, nor shall Landlord incur any other liability in connection with the Tenant Mortgage;

(b) All reasonable third-party out-of-pocket costs incurred by Landlord in connection with the Tenant Mortgage shall be paid by Tenant;

(c) The Tenant Mortgage shall provide that the Tenant Mortgagee, upon serving Tenant with any default notice under the Tenant Mortgage, will simultaneously serve a copy of such notice upon Landlord; and

(d) All rights acquired under any such mortgage shall be and expressly shall be subject and subordinate to this Lease.

24.2 **Tenant Mortgagee Rights on Default.** If the Tenant Mortgagee shall forward to Landlord an executed counterpart of the Tenant Mortgage, together with the recording information and a written notice setting forth the name and address of the Tenant Mortgagee, then, until the time, if any, that the Tenant Mortgage shall be satisfied of record or the Tenant Mortgagee shall give to Landlord written notice that said mortgage has been satisfied:

(a) No action by Tenant to cancel, surrender, or modify this Lease shall be binding upon the Tenant Mortgagee without its prior written consent, and Landlord shall not enter into an agreement with Tenant which shall cancel this Lease and Landlord shall not permit or accept a surrender of this Lease, without, in each case, the prior written consent of the Tenant Mortgagee, and in the event Tenant and Landlord desire to enter into any of the aforementioned agreements, it shall be the responsibility of Tenant to obtain the consent of the Tenant Mortgagee.

(b) If Landlord shall give any notice of default (hereafter "Default Notices") to Tenant hereunder, Landlord shall simultaneously give a copy of each such Default Notice to the Tenant Mortgagee at the address theretofore designated by it. Such copies of Default Notices shall be sent by registered or certified mail or by private express carrier, and shall be deemed given upon the earlier of receipt or tender for delivery. No Default Notice given by Landlord to Tenant shall be binding upon or affect the Tenant Mortgagee unless a copy of said Default Notice (the "Notice to Tenant Mortgagee") shall be given to it pursuant to this subsection. In the case of an assignment of the Tenant Mortgage or change in address of the Tenant Mortgagee, said assignee or Tenant Mortgagee, by written notice to Landlord, may change the address to which such Default Notices to Mortgagee are to be sent. Landlord shall not be bound to recognize any assignment of said Tenant Mortgage unless and until Landlord shall be given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, such assignee shall be deemed to be the "Tenant Mortgagee" hereunder in replacement of the assignor. If the Tenant Mortgage is held by more than one corporation or other entity, no provision of this Lease requiring Landlord to give a Default Notice or copy thereof to the Tenant Mortgagee shall be binding upon Landlord unless and until all of said holders shall designate in writing no more than two (2) of their number to receive all such Default Notices to Tenant Mortgagee and shall have given to Landlord an original executed counterpart of such designation in recordable form. Landlord shall not exercise any termination right with respect to any default of Tenant under this Lease, unless Landlord shall have given to the Tenant Mortgagee a Default Notice to Tenant Mortgagee as provided herein and such default shall not have been cured by Tenant within the applicable grace period set forth in this Lease and the Tenant Mortgagee shall not have cured such default within the applicable grace period (which cure period shall commence, with respect to the Tenant Mortgagee, upon the date that the Default Notice to Tenant Mortgagee shall be deemed given to the Tenant Mortgagee), and the Tenant Mortgagee shall have the same period of time within which to cure such default as is provided to the Tenant under this Lease; provided, however, Tenant Mortgagee shall have a period of time, in addition to the time allowed Tenant under this Lease, to cure such default as follows: (a) if the default is a default in the payment of money, until the Tenant Mortgagee shall have had an additional twenty (20) day period within which to cure such default; (b) if the default is not a default in the payment of money, Tenant Mortgagee shall have an additional thirty (30) day period within which to cure such default; and (b) if the default is not a default in the payment of money and is of a nature that possession of the Property by the Tenant Mortgagee is necessary for the Tenant Mortgagee to remedy the default, until the Tenant Mortgagee shall have had an additional period of time within which to obtain possession of the Property provided that the Tenant Mortgagee shall have commenced foreclosure or other appropriate proceedings in the nature thereof within a reasonable period of time and shall thereafter diligently prosecute any such proceedings to completion and no monetary default during such period shall continue beyond applicable notice and cure periods.

(c) The Tenant Mortgagee shall have the right to perform any term, covenant, or condition and to remedy any default by Tenant hereunder within the time period afforded under this Lease, and Landlord shall accept such performance with the same force and effect as if furnished by Tenant; provided, however, that the Tenant Mortgagee shall not thereby or hereby be subrogated to the rights of Landlord. Notwithstanding anything contained herein to the contrary, a Tenant Mortgagee shall not be required to cure or remedy any prior existing default (a "Non-Curable Default") that is a default which cannot be cured by the Tenant

Mortgagee, such as a bankruptcy by the Tenant or an assignment in violation of the provisions hereof, and upon foreclosure or other acquisition of the Tenant's interest in this Lease by the Tenant Mortgagee or its designee, all such Non-Curable Defaults shall be deemed to have been fully cured as to the Tenant Mortgagee or its designee (and its successors and assigns) but the foregoing shall not waive or release Tenant with respect to such default or act as a waiver of any future such default by the Tenant Mortgagee or its designee after such foreclosure or acquisition. Without limitation, the following shall never be deemed to be a Non-Curable Default: (i) a default in the payment of money or (ii) a default in the maintenance of the Property or any part thereof (including, without limitation, any environmental default) or the maintenance of insurance. No Tenant Mortgagee (or its designee as may have acquired Tenant's leasehold estate through foreclosure) shall become personally liable under this Lease unless and until it becomes the holder of Tenant's leasehold estate, and upon any assignment of this Lease by a Tenant Mortgagee or its designee, the assignor (but not the assignee or any subsequent assignor, purchaser or transferee) shall be relieved of any further liability which may accrue under this Lease from and after the date of such assignment provided that the assignee shall execute and deliver to Landlord a recordable instrument of assumption wherein such assignee shall assume and agree to perform and observe the covenants and conditions in this Lease contained on Tenant's part to be performed and observed, it being the intention of the parties that once the Tenant Mortgagee (or its such designee) shall succeed to Tenant's interest under this Lease, a subsequent assignment by such Tenant Mortgagee (or its such designee) shall effect a release of its liability thereafter accruing hereunder.

(d) No Tenant Mortgage now or hereafter constituting a lien upon this Lease shall extend to or affect the reversionary interest and estate of Landlord in and to the Property or in any manner attach to or affect the Property from and after the Expiration of this Lease. There shall be no merger of this Lease nor of this Leasehold estate created by this Lease with the fee simple estate in the Property or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly: (i) this Lease or this Leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate, and (ii) the fee simple estate in the Property or any part thereof or any interest in any fee estate; and no such merger shall occur unless and until all persons, corporations, firms and other entities having (a) any interest in this Lease or this Leasehold estate created by this Lease (excluding subtenants but including any Tenant Mortgagee), and (b) any fee simple interest in the Property or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

(e) In the event of the termination of this Lease, prior to its stated expiration date for any reason other than as a result of a taking by eminent domain, notice thereof shall be given by Landlord to the Tenant Mortgagee, and Landlord shall enter into a new lease of the Property with the Tenant Mortgagee or, at the request of such Tenant Mortgagee, with its designee corporation or other entity formed by or on behalf of such mortgagee, for the remainder of the term, effective as of the date of such termination, at the rent and upon the covenants, agreements, terms or options, provisions and limitations herein contained and with the same priority as this Lease, all as if this Lease had not been terminated or had been "revived"; provided (i) the Tenant Mortgagee makes written request to Landlord for such new lease within thirty (30) days from the date of Notice of such termination and (ii) such written request is accompanied by payment to Landlord of all amounts then due to Landlord from Tenant (other

than any accelerated rents). Upon the making by such Tenant Mortgagee of such written request and satisfaction of the above conditions, a new lease upon such terms and conditions shall be deemed to exist without the necessity of any further action, but at the request of either Landlord or a Tenant Mortgagee the parties to such new leasing shall, at the sole cost and expense of the Tenant Mortgagee, enter into an instrument in form and substance consistent with the provisions hereof and mutually satisfactory to Landlord and such new tenant confirming such new leasing. Landlord shall be under no obligation to remove Tenant or anyone holding under Tenant or any other occupant and the new tenant shall take subject to the possessory rights, if any, of such tenants or occupants. However, at the cost of the Tenant Mortgagee and provided that it indemnifies Landlord to Landlord's reasonable satisfaction with respect thereto, Landlord shall cooperate with the Tenant Mortgagee in evicting Tenant from the Property and shall grant to the Tenant Mortgagee the right to act on its behalf in connection therewith. It is specifically acknowledged and agreed that all covenants, duties and obligations of Tenant hereunder shall survive the execution of any new lease between Landlord and the Tenant Mortgagee or its designee pursuant to this subparagraph and that such execution shall not release or be deemed to release Tenant from any liability for failure to perform any such covenant, duty or obligation. In the event Landlord enters into such a new lease, Landlord shall assign all its rights, title and interest, as landlord, under any subleases of the Property or any portion thereof to the Tenant Mortgagee without recourse and the Tenant Mortgagee shall assume the same without recourse and Landlord agrees not to terminate, modify or take any action which would otherwise affect any such subleases.

24.3 **No Obligation to Cure.** Nothing herein contained shall require a Tenant Mortgagee to enter into a new lease pursuant to Section 24.2 above, or to cure any default of Tenant referred to above.

24.4 **Insurance Proceeds.** The proceeds from any insurance policies or that portion of any award arising from a condemnation payable to Tenant under this Lease shall be paid to and held by the Tenant Mortgagee and distributed pursuant to the provisions of this Lease.

24.5 **Separate Agreement.** Landlord shall, upon request, execute, acknowledge and deliver to Tenant Mortgagee, an agreement prepared at the sole cost and expense of Tenant, in form reasonably satisfactory to Tenant Mortgagee, between Landlord, Tenant and Tenant Mortgagee, agreeing to all of the provisions hereof.

24.6 **Further Amendments.** Landlord and Tenant hereby agree to cooperate in including this Lease by suitable amendment from time to time any provision which may reasonably be requested by any proposed Tenant Mortgagee for the purpose of implementing the Tenant Mortgagee protection provisions contained in this Lease and allowing such Tenant Mortgagee reasonable means to protect or preserve the lien of the Tenant Mortgage, as well as such other documents containing terms and provisions customarily required by Tenant Mortgagees (taking into account the customary requirements of their participants, syndication partners or ratings agencies) in connection with any such financing. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effectuate any such amendment as well as such other documents containing terms and provisions customarily required by lenders in connection with any such

financing; provided, however, that any such amendment shall not any way affect the Term or Rent under this Lease, nor otherwise in any material respect adversely affect any rights of Landlord under this Lease.

25. Assignment and Subletting. Except as otherwise provided herein, Tenant shall not assign, sublease or transfer this Lease or any interest therein or grant any license, concession, or other right of occupancy of the Property or any portion thereof or otherwise permit the use of the Property or any portion thereof by any party other than Tenant (any of which events is hereinafter called a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted Transfer in violation of the term of this Article shall, at Landlord's option, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfers. Any Transfer hereunder shall be only for the Permitted Uses and for no other purpose, and in no event shall any Transfer release or relieve Tenant from any obligations under this Lease. Notwithstanding anything to the contrary in this Section 25, the following transfers shall be permitted without Landlord's consent (each a "Permitted Transfer"), provided that Tenant provides Landlord notice of the Permitted Transfer at least fifteen (15) days prior to the effective date (except in the case of a confidential transfer in which case notice shall be provided to Landlord as soon as practical), and in the case of an assignment, Tenant delivers to Landlord an assumption agreement to Landlord executed by Tenant and the Tenant Affiliate (as hereinafter defined), together with a certificate of insurance evidencing the Tenant Affiliate's compliance with the insurance requirements of Tenant under this Lease:

25.1 An assignment, transfer or subletting to an entity (a) to which all or substantially all of Tenant's assets are transferred as a going concern, (b) which controls, is controlled by, or is under common control with Tenant or (c) to which is merely a change in form of Tenant, rather than any change in ownership or control (each a "Tenant Affiliate"); or

25.2 An assignment or sale or transfer of all or substantially all of Tenant's stock or assets in connection with a merger, consolidation, corporate reorganization (other than pursuant to the bankruptcy laws) or other transfer of stock or sale of substantially all of Tenant's assets; or

25.3 A sublease by Tenant to one or more physicians for the lease of space in the Building for use as physician offices.

26. Landlord's Right To Mortgage Sell Or Assign Rents; Subordination And Non-Disturbance.

26.1 Landlord shall have the right at any time and from time to time to place one or more mortgages on all or any part of the Property (all such mortgages and any increases, renewals, modifications, consolidations, replacements and extensions thereof being collectively called "Landlord's Mortgages"). It is understood and agreed that wherever in this Lease Tenant may be required to make any policies of insurance payable to the holder of the senior lien securing Landlord's Mortgages ("First Mortgagee"), such requirements shall apply to the holder of any Landlord's Mortgage of which Landlord gives Tenant Notice, but (as to insurance) only to the extent of Landlord's entitlement to such proceeds under the Provisions of this Lease. In no

event shall Tenant be required to pay any installment of principal or interest or other sums at any time due under any Landlord's Mortgage.

26.2 Nothing contained in this Lease shall be deemed in any way to limit, restrict or otherwise affect Landlord's absolute right at any time or times to convey its interest in the Property, subject to this Lease, or to assign its interest in this Lease, or to assign from time to time the whole or any portion of Fixed Rent or Additional Rent at any time paid or payable hereunder by Tenant to Landlord, to a transferee designated by Landlord in a Notice to Tenant, and in any such case Tenant shall pay Fixed Rent and Additional Rent payable by Tenant to Landlord, or the portion thereof so assigned, subject to the Provisions of this Lease, to Landlord's designee at the address mentioned in any such Notice.

26.3 This Lease shall be subject and subordinate to all current and future Landlord's Mortgages affecting the Property, provided Landlord shall provide to Tenant a customary subordination, non-disturbance and attornment agreement substantially in the form attached hereto and incorporated herein as **Schedule D**, with modifications reasonably requested by the holder of Landlord's Mortgage, whereby Tenant agrees to subordinate this Lease to any such mortgage by Landlord to the holder of Landlord's Mortgage, the holder of Landlord's Mortgage agrees not to disturb Tenant's rights and possession under this Lease so long as Tenant complies with the terms of this Lease, and Tenant agrees to attorn to Landlord's Lender or other buyer of the Land in the event of a foreclosure or deed in lieu of Landlord's fee simple interest in the Land. Landlord represents to Tenant that as of the Lease Date, the Land is not subject to any mortgage or deed of trust except for that certain mortgage or deed of trust securing an indebtedness to National Bank of Tennessee ("Landlord's Existing Lender"). Landlord covenants to Tenant that Landlord will cause Landlord's Existing Lender to execute and deliver to Tenant a subordination, non-disturbance and attornment agreement substantially in the form attached hereto and incorporated herein as **Schedule D**, with modifications reasonably requested by Landlord's Existing Lender, within sixty (60) days after the Lease Date.

27. **Provisions Deemed Conditions and Covenants; Survival.** All of the terms, covenants, agreements, limitations, conditions and provisions of this Lease (collectively, "Provisions") shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate Provision hereof. All Provisions of this Lease which by their nature and effect if required to be observed, kept or performed after Expiration shall survive the Expiration and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

28. **Reference to Termination.** Any reference herein to the termination of this Lease shall be deemed to include any termination hereof by Expiration, or pursuant to any other Article or Section of this Lease.

29. **No Waste.** Tenant shall not do or suffer any waste to the Property or any part thereof.

30. Captions and Construction.

30.1 The captions and table of contents in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Lease nor in any way shall affect this Lease or the construction of any Provision hereof.

30.2 The terms "include," "including" or words of like import shall be construed as meaning "including, without being limited to."

30.3 Wherever the context so requires in this Lease, the neuter gender includes the masculine and/or feminine gender, and the singular number includes the plural.

30.4 The phrase "provided no default shall exist hereunder . . . " shall be construed in this Lease as meaning "provided no uncured default exists as to the payment of a liquidated sum of money, and no other uncured default exists as to which Landlord has notified Tenant; however, if any such default exists and is later cured within the applicable time period set forth in this Lease, but in any event before the Expiration of this Lease, all remaining rights of Tenant hereunder shall be restored, including but not limited to the right to receive funds or proceeds but for such default."

31. No Partnership or Joint Venture. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other Person, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other Person.

32. Oral Change or Termination. This Lease and the documents referred to herein contain the entire agreement between the parties pertaining to the subject matter hereof, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Lease cannot be changed or terminated orally.

33. Successors and Assigns. The Provisions in this Lease shall bind and inure to the benefit of Landlord and Tenant, and, except as otherwise provided in this Lease, their respective legal representatives, heirs, executors, successors and assigns.

34. Governing Law. This Lease shall be governed by, and interpreted under, the laws of the State applying to contracts made and to be performed fully therein.

35. Financial Statements. Upon request by Landlord and in no event more than once per twelve-month period, Tenant shall deliver to Landlord the most recent, unaudited fiscal year balance sheet, profit and loss statement and statement of cash flows for Tenant, prepared in accordance with generally accepted accounting principles consistently applied. Landlord shall keep such financial statements confidential and shall not disclose such information except to the holder or prospective holder of any first lien mortgage on the interest of Landlord in the

Property, or to bona fide prospective purchasers of the Property for which Landlord has obtained approval for such disclosure from Tenant, which approval shall not be unreasonably withheld.

36. Consent and Approvals. Whenever in this Lease or the Schedules attached hereto the consent, approval or concurrence of either Landlord or Tenant shall be required for action or forbearance by the other party, it is agreed that such consent, approval or concurrence shall not be unreasonably withheld, delayed or conditioned.

37. Unavoidable Delays. Except for the obligation to pay Rent and other charges payable hereunder which shall continue, whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended so as to take into account events of Unavoidable Delays.

38. No Brokers. Landlord hereby warrants and represents to Tenant that Landlord has not dealt with any broker, agent or finder. Landlord covenants and agrees to indemnify and hold Tenant harmless from and against any and all loss, liability, damage, claim, judgment, cost or expense (including but not limited to attorney's fees and expenses and court costs) that may be incurred or suffered by Tenant because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under Landlord, whether or not such claim is meritorious. Tenant covenants and agrees to indemnify and hold Landlord harmless from and against any and all loss, liability, damage, claim, judgment, cost or expense (including but not limited to attorney's fees and expenses and court costs) that may be incurred or suffered by Landlord because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under Tenant, whether or not such claim is meritorious. Such obligations shall survive the expiration or earlier termination of this Lease.

39. Authority.

39.1 Landlord and Tenant represent and warrant to each other that they have full right, power and authority to enter into this Lease without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon.

39.2 The signatory on behalf of Landlord and Tenant further represent and warrant that they have full right, power and authority to act for an on behalf of Landlord and Tenant in entering into this Lease.

40. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY, AND TENANT AGREES TO LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT THE OWNERS OF ANY EQUITY INTEREST IN LANDLORD SHALL NOT BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY; PROVIDED, HOWEVER, THE FOREGOING LIMITATION SHALL APPLY ONLY TO THE EXTENT

ANY MORTGAGES OR OTHER ENCUMBRANCES ON THE PROPERTY CAUSED BY OR RESULTING FROM LANDLORD'S ACTS OR OMISSIONS DO NOT EXCEED EIGHTY PERCENT (80%) OF THE FAIR MARKET VALUE OF THE PROPERTY AT THE TIME THE LAST SUCH MORTGAGE WAS CREATED OR ENCUMBRANCE WAS FILED.

41. Due Diligence Period.

41.1 Tenant shall have Three Hundred Sixty-Five (365) days following this Lease Date (the "Due Diligence Period) to conduct all tests, investigations, and analyses of the Property to determine its suitability for Tenant's intended use. Tenant agrees to indemnify and hold Landlord harmless from and against any all claims, costs, expenses including reasonable attorney fees, arising from the performance of such tests, investigations or analyses by Tenant; provided, however, Tenant shall not under any circumstances be liable to Landlord for any loss of value to the Property arising from any discoveries made by Tenant during the Due Diligence Period relating to the condition of the Property (physical, environmental or title). During the Due Diligence Period (as may be extended pursuant to Section 41.2 below), Tenant may enter upon the Property during normal business hours, with twenty-four (24) hours' prior notice to Landlord, to make such tests and inspections. During the Due Diligence Period (as may be extended pursuant to Section 41.2 below), Tenant shall have the right to terminate this Lease for any reason or no reason at all by delivering written notice of termination to Landlord prior to the expiration of the Due Diligence Period (provided that the Extension Fees (as defined in Section 41.2 below) shall be non-refundable to Tenant and shall remain the sole property of Landlord. In the event Tenant does not terminate this Lease during the Due Diligence Period, the Extension Fees will not be credited against the rent payable under this Lease.

41.2 Provided Tenant is not in default of any terms or conditions of this Lease, Tenant, at its sole discretion, shall have the option to extend the Due Diligence Period by four (4) additional periods (with the first three extensions being for ninety (90) days each, and the fourth extension being for one (1) year (each an "Extension Period") provided Tenant exercises its option to extend by giving written notice of the same to Landlord and pays to Landlord the following extension fees (the "Extension Fees") prior to the expiration of the immediately preceding initial Due Diligence Period or Extension Period, as the case may be: 1st, 2nd and 3rd Extension Periods $10,000 for each extension; and 4th Extension Period for a fee of $85,000. Notwithstanding anything to the contrary herein, Tenant's right to extend the Due Diligence Period for the 4th Extension Period of one (1) year may only be exercised if either of the following circumstances exist as of the last day of the 3rd Extension Period (each referred to hereinafter as an "Unsatisfied Licensure Condition"): (i) Tenant's application for a certificate of need from the relevant State of Tennessee governing bodies which shall permit the Property to be developed and used for the operation of a free-standing emergency medicine department shall have been denied and Tenant is at such time appealing such denial, or (ii) Tenant's application for a certificate of need from the relevant State of Tennessee governing bodies which shall permit the Property to be developed and used for the operation of a free-standing emergency medicine department shall have been granted but is subject to threatened or pending appeals by third-parties opposing such grant of the certificate of need; or (iii) the relevant State of Tennessee governing bodies shall have failed to give a decision on Tenant's application for a certificate of need which shall permit the Property to be developed and used for the operation of a free-standing emergency medicine department despite Tenant's reasonable efforts to pursue

such application. If Tenant exercises its option for the 4th Extension Period, the Due Diligence Period shall automatically expire on the earlier of (a) 11:59 p.m. on the last day of such 4th Extension Period or (b) the date that is thirty (30) days after the last Unsatisfied Licensure Condition is satisfied and ceases to be an Unsatisfied Licensure Condition. Landlord shall keep this Lease and the terms herein confidential until the conditions of this subsection 41.2 have been satisfied or Tenant otherwise permits disclosure.

41.3 Tenant plans to obtain a leasehold title commitment from First American Title Insurance Company, National Commercial Services Office, 6363 Poplar Avenue, Suite 434, Memphis, Tennessee 38119, attention: Carol Slone (referred to herein as the "Title Company") showing Tenant as the proposed insured. Tenant, at its sole cost, may obtain a leasehold title insurance policy from Title Company with respect to the Property. Landlord agrees to work in good faith with Tenant to address any matters identified during the Due Diligence Period which Landlord agrees to address that may be necessary to address Tenant's concerns regarding the condition to title to the Land. On or before the Rent Commencement Date, Landlord shall execute and deliver to Tenant and the Title Company such owner's affidavits and authorizing resolutions as shall be requested by Title Company or Tenant.

41.4 Site Conditions. Landlord shall perform or cause to be performed the following work (collectively, the "Infrastructure Work"):

a. Landlord shall have completed (or caused to be completed) those roads noted on **Schedule A-2** attached hereto and incorporated by reference (the "Required Roads"). The Required Roads shall be dedicated for public use or Tenant shall have the right to use the Required Roads by insurable easement.

b. In the event Tenant elects to waive the Due Diligence Period, as it may have been extended, prior to completion of the Required Roads, Landlord and Tenant shall cooperate to negotiate a temporary construction access easement.

c. All utilities shall be available at the Property boundary in the location and capacity shown or described on **Schedule A-4** hereto.

d. The Land shall be rough graded.

In the event that the Infrastructure Work is not substantially complete on or before October 1, 2020, Tenant shall have the right to terminate this Lease by giving Landlord thirty (30) days' written notice at any time prior to the date of substantial completion. At Tenant's request, Landlord shall provide a certificate from Landlord's civil engineer certifying that all of the Infrastructure Work is substantially complete.

42. **Right of First Offer to Purchase.**

42.1 Right of First Offer. Prior to offering the Property or any portion thereof for sale to any third party, Landlord shall first offer the Property to Tenant by written notice of Landlord's intent to sell the Property or portion thereof (the "First Offer"). The First Offer shall

include copies of the following documents and information pertaining to the First Offer (collectively, the "Notice Information"): (i) the price; (ii) all material terms and conditions; (iii) copies of all loan documents encumbering the Property or a reasonably detailed summary of any such financing; and (iv) any other document, instrument or information materially relevant to Tenant's decision whether or not to purchase the Property and requested by Tenant within ten (10) days after its receipt of notice of the First Offer. The First Offer shall be irrevocable for thirty (30) days from the date Tenant receives such First Offer and all Notice Information. If Tenant does not accept the First Offer during such thirty (30) day period, then Tenant shall be deemed to have waived its right to purchase the Property at the price set forth in the First Offer, and Landlord may sell the Property to any third party (subject to Tenant's leasehold interest in and to the Property and this Lease); provided that the purchase price is not less than ninety-five percent (95%) of the price set forth in the First Offer. For purposes of this Article 42, transfers of the Property for estate planning purposes, inter-family transfers of interest, and transfers to an entity of which at least seventy percent (70%) is owned by Landlord or its members shall not be deemed to be a sale to a third party.

42.2 Offer Less Than First Offer. If Landlord tenders to, or decides to accept an offer from, any third party for less than ninety-five percent (95%) of the First Offer (the "Third Party Offer"), then prior to tendering or accepting such Third Party Offer, Landlord shall provide Tenant with written notice of such Third Party Offer, together with the Notice Information required with the First Offer, as set forth above; and Tenant shall have the right to purchase the Property upon the same terms, conditions and price of the Third Party Offer. If Tenant does not accept the price and terms of the Third Party Offer within thirty (30) days after Tenant's receipt of Landlord's notice, then Tenant shall be deemed to have waived its right to purchase the Property at the price set forth in the Third Party Offer, and Landlord may sell the Property to such third party (subject to Tenant's leasehold interest in and to the Property and this Lease).

42.3 Reinstatement of Tenant's Purchase Right. If subsequent to Tenant not accepting the price and terms in the Third Party Offer: (i) the terms and conditions of the Third Party Offer are modified or amended in any material way, or (ii) the transaction contemplated by the Third Party Offer is not consummated within one hundred eighty (180) days after the date of receipt by Tenant of such Third Party Offer, then, in either event, Tenant's rights hereunder shall be reinstated as to the modified or amended Third Party Offer, any offer continuing beyond said one hundred eighty (180) day period, or any subsequent offer received by Landlord from a third party or tendered by Landlord to a third party.

42.4 The right of first offer set out in this Section 42 shall be a continuing right and shall be applicable to and binding on any successor Landlord or owner of the Property.

43. Right of First Refusal. If at any time within the Term Landlord shall receive a bona fide offer from any third party for the purchase of the Property or any part of or interest therein, which offer Landlord desires to accept, Landlord shall promptly deliver to Tenant, a written notice setting forth the full terms and conditions of the proposed transaction, and if available, a copy of such offer. Tenant may, within thirty (30) days after receipt of such notice, elect to purchase the Property or such portion of or interest in the Property, which is subject to any offer as described above (which Property or portion of or interest in the Property, is

hereinafter called the "Offer Property"), on the same terms and conditions as those set forth in such notice. The failure of Tenant to exercise this right of first refusal with respect to the Offer Property by Landlord shall not result in termination of the right of first refusal with respect to the Offer Property, but this right of first refusal shall be a continuing right binding upon Landlord with respect to all subsequent proposed sales of the Offer Property within the Term. Furthermore, in the event that any proposed sale of the Offer Property as to which Tenant did not exercise its right of first refusal as above provided, is not consummated by Landlord within one hundred eighty (180) days after notice thereof was given to Tenant, or if prior to the closing of such transaction the terms available to the proposed purchaser are modified and made materially more favorable, then the Offer Property must be reoffered to Tenant in the same manner provided above and Tenant shall have thirty (30) days from receipt of Landlord's notification within which to exercise the right of first refusal.

44. No Referral Source. Landlord represents and warrants to Tenant that, other than as set forth in the last sentence of this paragraph, Landlord is not a "Referral Source" (as hereinafter defined) and that no ownership or beneficial interest in Landlord is owned or held by any Referral Source. "Referral Source" shall mean (i) a physician, an immediate family member or member of a physician's immediate family, an entity owned in whole or in part by a physician or by an immediate family member or member of a physician's immediate family or by any other Person who (A) makes, who is in a position to make, or who could influence the making of referrals of patients to any health care facility; (B) has a provider number issued by Medicare, Medicaid or any other government health care program; or (C) provides services to patients who have conditions that might need to be referred for clinical or medical care, and participates in any way in directing, recommending, arranging for or steering patients to any health care provider or facility; and (ii) any Person or entity that is an "Affiliate" (as hereinafter defined) of any Person or other entity described in clause (i) above. "Immediate family member or member of a physician's immediate family" means husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild. "Affiliate" shall mean, any Person that directly or indirectly controls or is controlled by or is under common control with a Referral Source. For purposes of this definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used herein, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, partnership interests or other equity interests.

Landlord represents and warrants to Tenant that neither Landlord nor any Person that has an ownership or beneficial interest in Landlord (A) is currently excluded, debarred or otherwise declared ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs"); (B) has been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; or (C) is under investigation or otherwise aware of any circumstances which may result in Landlord or any Affiliate of Landlord being excluded from participation in any Federal Health Care Program.

45. Representations of Landlord.

45.1 For the purposes of this Lease, the phrase "to Landlord's knowledge" means the actual knowledge of without any independent investigation. As of the Lease Date, Landlord hereby represents and warrants to Tenant the matters set forth below.

(a) Landlord has not received written notice of any condemnation proceedings affecting the Property and to the Landlord's knowledge there are no condemnation proceedings or any other threatened actions, suits or proceedings against or affecting the Property or any portion thereof, or relating to or arising out of the ownership, operation, use or maintenance of the Property.

(b) There are no leases affecting all or any part of the Property and no commitments, options or rights of first refusal, written or oral, between Landlord and any person or entity concerning the sale, conveyance, lease, use or occupancy of any interest in the Property or any part thereof.

(c) Landlord has not received written notice of any attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated or pending or threatened against Landlord or the Property.

(d) Landlord has duly and validly authorized and executed this Lease, and has full right, title, power and authority to enter into this Lease and to consummate the transactions provided for herein, and the joinder of no person or entity will be necessary to for this Lease to be effective and binding on Landlord.

(e) To Landlord's knowledge, the execution by Landlord of this Lease and the consummation by Landlord of the transactions contemplated hereby will not result in a breach of any of the terms or provisions of, or constitute a default or a condition which upon notice or the lapse of time or both would ripen into a default under any indenture, agreement, instrument or obligation to which Landlord is a party or by which the Property or any portion thereof is bound and to the Landlord's knowledge, does not, and at the Rent Commencement Date will not, constitute a violation of any law, order, rule or regulation applicable to Landlord or any portion of the Property of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Landlord or any portion of the Property.

(f) There are no delinquent taxes, assessments (special, general or otherwise) or bonds or bond payments of any nature affecting the Property, or any portion thereof. Landlord does not have any understanding or agreement with any taxing authority respecting the imposition or deferment of any taxes or assessments with respect to the Property.

(g) To the Landlord's knowledge, Landlord has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property, and Landlord has not received written notice of violation of any of the foregoing.

(h) To Landlord's knowledge, there are no improvements of any third party or person that encroach upon the Property other than normal and customary utility easements.

(i) To Landlord's knowledge, no person or entity has any unrecorded right, title or interest in the Property, whether by right of adverse possession, prescriptive easement or otherwise.

(j) Landlord has not received written notice of violation of or non-compliance with any declarations, covenants, by-laws and related documents affecting the Property. To Landlord's knowledge, the information relating to Landlord and the Property contained in this Lease and in any document, certificate or schedule made by Landlord or to be made by Landlord pursuant to this Lease is true in all material respects, and no representation or warranty by Landlord in this Lease or in any such document, certificate, schedule or other writing, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained therein not misleading or necessary in order to provide Tenant with true and complete information as to Landlord and the Property. Landlord is not aware of any untrue or inaccurate fact or statement in any document, certificate or other writing by a third party relating to the Property and provided by such third party or Landlord to Tenant. Nothing in this section shall be deemed to constitute a representation as to the accuracy of any materials provided by any third parties.

(k) There are no service agreements or maintenance, repair, management or other contracts with respect to the Property, including, without limitation, those for furnishing services, labor, materials, supplies or utilities to the Property.

(l) To Landlord's knowledge, there are no wells or cemeteries affecting the Property.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

LANDLORD:

Century Farms, LLC, a Delaware limited liability company

By: Development Partners, LLC, a Tennessee Limited liability company, its Manager

By: _____

Print Name: MARK McDONALD

Print Title: DIRECTOR

TENANT:

HCA Health Services of Tennessee, Inc., a Tennessee corporation, d/b/a TriStar Southern Hills Medical Center

By: _____

Print Name: Joseph A. Sowell

Print Title: Senior Vice President

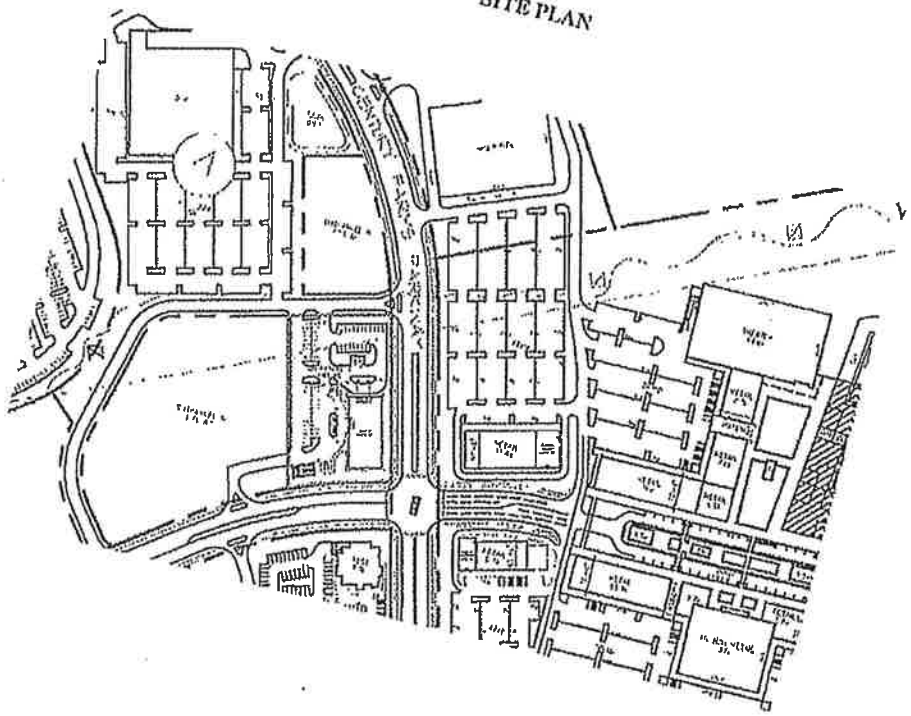
SCHEDULE A

LEGAL DESCRIPTION OF LAND

[To be agreed upon and attached during Due Diligence Period]

SCHEDULE A-1

SITE PLAN



SCHEDULE A-2

REQUIRED ROADS

[To be agreed upon and attached during Due Diligence Period]

SCHEDULE A-3

EXCLUSIVE USE AREA

[To be agreed upon and attached during Due Diligence Period]

SCHEDULE A-4

UTILITY PLAN

[To be agreed upon and attached during Due Diligence Period]

SCHEDULE B
PERMITTED EXCEPTIONS

1. Taxes for the year 2018 and subsequent years are a lien not yet due and payable.

2. All matters shown on the plan of record in Book 6900, page 659, said Register's Office for Davidson County, Tennessee.

3. All matters shown on the plan of record as Instrument No. 20150917-0094651, said Register's Office.

4. Right of Way Agreement conveyed to Gulf Interstate Gas Company, of record in Book 2243, page 631, said Register's Office; as amended by Partial Release of Easement of record in Book 4438, page 683, said Register's Office; as further amended by Partial Release of Right-of-Way Agreement, of record in Book 10995, page 619, said Register's Office.

5. Grant of Transmission Line Easement, of record in Book 2336, page 402, said Register's Office.

6. Grant of Transmission Line Easement, of record in Book 2393, pages 304 and 308, said Register's Office.

7. Right-of-Way Agreement conveyed to Gulf Interstate Gas Company, of record in Book 2855, page 19, said Register's Office, as amended by Amendment of record in Book 4536, page 540, said Register's Office.

8. Right-of-Way easement granted to Columbia Gulf Transmission Company, as set out in the Final Decree, of record in Book 3536, page 623, said Register's Office.

9. Right of Way Agreement conveyed to Columbia Gulf Transmission Company, of record in Book 4226, page 909, said Register's Office.

10. Easement granted to the Electric Power Board, contained in the deed of record in Book 5114, page 695, said Register's Office.

11. Easement conveyed to the Electric Power Board, of record in Book 5191, page 607, said Register's Office.

12. Easement conveyed to the Electric Power Board, of record in Book 5380, page 718, said Register's Office.

13. Easement conveyed to the Electric Power Board, of record in Book 5380, page 726, said Register's Office.

14. Sanitary Sewer and/or Storm Drainage Easement, of record in Book 7026, page 726, said Register's Office.

15. Sanitary Sewer and/or Storm Drainage Easement of record in Book 10187, page 873, said Register's Office.

16. Sanitary Sewer and/or Storm Drainage Easement of record in Book 10187, page 877, said Register's Office.

17. Sanitary Sewer and/or Storm Drainage Easement of record in Book 10187, page 893, said Register's Office.

18. Sanitary Sewer and/or Storm Drainage Easement of record in Book 10187, page 897, said Register's Office.

19. Sanitary Sewer and/or Storm Drainage Easement of record in Book 10198, page 336, said Register's Office.

20. Sanitary Sewer and/or Storm Drainage Easement of record in Book 10257, page 214, said Register's Office.

21. Sanitary Sewer and/or Storm Drainage Easement of record in Book 10257, page 219, said Register's Office.

22. Sanitary Sewer and/or Storm Drainage Easement of record in Book 11112, page 843, said Register's Office.

23. Sanitary Sewer and/or Storm Drainage Easement of record in Book 11112, page 873, said Register's Office.

24. Right of Way Dedication, Road Location and Development Agreement of record as Instrument No. 20030711-0096695, said Register's Office.

25. Access and Utility Easement of record as Instrument No. 20030711-0096696, said Register's Office.

26. Restrictive Covenant set forth in the letter from Metropolitan Government of Nashville and Davidson County, of record in Book 5164, page 467, said Register's Office.

27. Master Declaration of Covenants, Conditions, Restrictions and Easements for Century Farms, of record as Instrument No. 20151125-0120004, said Register's Office.

28. Terms and Conditions of the Declaration of Covenants, Conditions, Restrictions and Easement for Community Health Systems Office Parcel, of record as Instrument No. 20151125-0120006, said Register's Office.

29. Memorandum of Development Agreement, of record as Instrument No. 20151125-0120007, said Register's Office.

30. Drainage and Retention Easement Agreement, of record as Instrument No. 20151125-0120008, said Register's Office.

31. Access, Construction and Fill Material Easement Agreement, of record as Instrument No. 20160427-0041025, said Register's Office.

32. Memorandum of Lease Agreement between H. C. Turner Family General Partnership and The Lamar Company, of record as Instrument No. 20070404-0040252, said Register's Office.

33. Rights of ingress and egress to family burial grounds reserved in the deed of record in Book 497, page 1, said Register's Office.

34. Family burial ground with right of ingress and egress thereto as set out in the deed of record in Book 1290, page 383, said Register's Office.

35. Location and rights of ingress and egress to family burial grounds reserved in the deed of record in Book 805, page 496, said Register's Office.

36. Lease Agreement between H.C. Turner Family General Partnership and Columbia Neon, not of record, as set forth in the deed of record as Instrument No. 20150728-0074168, said Register's Office.

37. Implied easement for ingress and egress to and from private cemetery site in the middle of I-24 cloverleaf, lands previously sold to Cousins.

38. Deed of Trust, Assignment of Leases and Security Agreement from Century Farms, LLC, a Delaware limited liability company, to Donald I. N. McKenzie, Trustee, Nashville, Tennessee dated July 27, 2015, of record as Instrument No. 20150728-0074173, said Register's Office, payable to Claritas Capital Real Estate – Century Farms, LLC, a Delaware limited liability company.

39. Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing from Century Farms, LLC, a Delaware limited liability company, to Robert C. Hannon, Trustee, dated June 7, 2016, of record as Instrument No. 20160607-0057399, payable to First Bank, a Tennessee state bank.

40. Lack of direct access to Interstate 24, a controlled access highway.

41. That portion of the land embraced within the bounds of any public road or thoroughfare

42. NEED TITLE DOWNDATE FROM JUNE 2016 TO PRESENT

SCHEDULE C

MEMORANDUM OF LEASE

STATE OF)

MEMORANDUM OF LEASE

COUNTY OF)

This is a memorandum of that certain unrecorded ground lease dated _____, , between ("Landlord") and ("Tenant"), concerning the premises described in **Exhibit A** attached hereto (the "Land") and made a part hereof by reference (the "Ground Lease").

MEMORANDUM OF LEASE

Landlord leases the Land to Tenant and Tenant hires the same from Landlord for the term and under the provisions contained in the Ground Lease, which Ground Lease is incorporated in this Memorandum by this reference.

The term of the Ground Lease is from _____, subject to five (5) options to extend the term for five (5) years each.

This Memorandum is not a complete summary of the Ground Lease. Provisions in the Memorandum shall not be used in interpreting the Ground Lease provisions and in the event of conflict between this Memorandum and the said unrecorded Ground Lease, the unrecorded Ground Lease shall control.

Pursuant to Sections 42 and 43 of the Ground Lease, Tenant has the right of first offer and the right of first refusal with respect to proposed transfers of the Land, subject to and in accordance with the terms of Sections 42 and 43.

NOTICE REGARDING TENANT LIENS: The Ground Lease expressly provides that the interest of Landlord shall not be subject to liens for improvements made by Tenant and that nothing in the Ground Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Land or any part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease and Grant of Easements to be executed by their respective duly authorized officers on the ___ day of _____, 20___.

WITNESSES:

LANDLORD:

(SEAL)

_____

_____ By:_____
Print Name: _____
Title: Member

WITNESSES:

TENANT:

_____

_____ By: _____
Print Name: _____
Print Title : _____

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public of the county and state aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledged that s/he is the _____ of _____, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and seal this _____ day of _____, 20__.

[notarial seal]

_____
Notary Public
My commission expires:_____

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public of the county and state aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledged that the foregoing instrument was signed in its name.

Witness my hand and seal this _____ day of _____, 20__.

[notarial seal]

_____
Notary Public
My commission expires:_____

SCHEDULE D

Form of SNDA

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("*Agreement*") is entered into as of _____, _____ (the "*Effective Date*") by and between _____, a _____ (the "*Mortgagee*") and _____, a _____ (hereinafter, collectively the "*Tenant*"), with reference to the following facts:

1. _____, a _____, whose address is _____ (the "*Landlord*") owns fee simple title or a leasehold interest in the real property described in Exhibit "A" attached hereto (the "*Property*").

2. Mortgagee intends to make a loan to Landlord in the estimated principal amount of _____ Dollars ($_____) (the "*Loan*").

3. To secure the Loan, Landlord will encumber the Property by entering into a mortgage or deed of trust to secured the Loan.

4. Pursuant to the Lease effective _____, 20___ (the "*Lease*"), Landlord demised to Tenant the following property (the "*Leased Premises*"): _____.

5. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Mortgagee agree:

1. *Definitions*. The following terms shall have the following meanings for purposes of this Agreement.

(a) *Foreclosure Event*. A "*Foreclosure Event*" means: (i) foreclosure under the Mortgage; (ii) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which a Successor Landlord becomes owner of the Property; or (iii) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in the Property in lieu of any of the foregoing.

(b) *Former Landlord*. A "*Former Landlord*" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

(c) *Offset Right*. An "***Offset Right***" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

(d) *Rent*. The "***Rent***" means any fixed rent, base rent or additional rent under the Lease.

(e) *Successor Landlord*. A "***Successor Landlord***" means any party that becomes owner of the Property as the result of a Foreclosure Event.

(f) *Other Capitalized Terms*. If the initial letter of any other term used in this Agreement is capitalized and no separate definition is contained in this Agreement, then such term shall have the same respective definition as set forth in the Lease.

2. *Subordination*. The Lease shall be, and shall at all times remain, subject and subordinate to the terms of the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage.

3. *Nondisturbance, Recognition and Attornment*.

(a) *No Exercise of Mortgage Remedies Against Tenant*. So long as the Tenant is not in default under the Lease beyond any applicable grace or cure periods (an "**Event of Default**"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

(b) *Nondisturbance and Attornment*. If an Event of Default by Tenant is not then continuing, then, when Successor Landlord takes title to the Property: (i) Successor Landlord shall not terminate or disturb Tenant's possession of the Leased Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (ii) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (iii) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (iv) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant. Tenant acknowledges notice of the Mortgage and assignment of rents, leases and profits from the Landlord to the Mortgagee. Tenant agrees to continue making payments of rents and other amounts owed by Tenant under the Lease to the Landlord and to otherwise recognize the rights of Landlord under the Lease until notified otherwise in writing by the Mortgagee (as provided in the Mortgage), and after receipt of such notice the Tenant agrees thereafter to make all such payments to the Mortgagee, without any further inquiry on the part of the Tenant, and Landlord consents to the foregoing.

(c) *Further Documentation*. The provisions of this Article 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article 3 in writing upon request by either of them within ten (10) days of such request.

4. *Protection of Successor Landlord*. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

(a) *Claims Against Former Landlord*. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment.

(b) *Prepayments*. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

(c) *Payment; Security Deposit*. Any obligation: (i) to pay Tenant any sum(s) that any Former Landlord owed to Tenant unless such sums, if any, shall have been delivered to Mortgagee by way of an assumption of escrow accounts or otherwise; or (ii) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

(d) *Modification, Amendment or Waiver*. Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Mortgagee's written consent.

(e) *Surrender, Etc*. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

5. *Exculpation of Successor Landlord*. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement, the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Leased Premises from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property (or any portion thereof) by Successor Landlord (collectively, the "***Successor Landlord's Interest***"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

6. *Notice to Mortgagee and Right to Cure*. Tenant shall notify Mortgagee of any default by Landlord under the Lease and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of an abatement shall be effective unless Mortgagee shall have received notice of default giving rise to such cancellation or abatement and (i) in the case of any such default that can be cured by the payment of money, until forty-five (45) days shall have elapsed following the giving of such notice or (ii) in the case of any other such default, until a reasonable period for remedying such default shall have elapsed following the giving of such notice and following the time when Mortgagee shall have become entitled under the Mortgage to remedy the same, including such time as may be necessary to acquire possession of the Property if possession is necessary to effect such cure, provided Mortgagee, with reasonable diligence, shall (a) pursue such remedies as are available to it under the Mortgage so as to be able to remedy the default, and (b) thereafter shall have commenced and continued to remedy such default or cause the same to be remedied, but in no event shall such period of time exceed one hundred twenty (120) days. Notwithstanding the foregoing, Mortgagee shall have no obligation to cure any such default.

7. *Miscellaneous*.

(a) *Notices*. Any notice or request given or demand made under this Agreement by one party to the other shall be in writing, and may be given or be served by hand delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested or by telefax transmission, with the original machine- generated transmit confirmation report as evidence of transmission. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited; however, delivery by overnight courier service shall be deemed effective on the next succeeding business day after it is so deposited and notice by personal service or telefax transmission shall be deemed effective when delivered to its addressee or within two (2) hours after its transmission unless given after 3:00 p.m. on a business day, in which case it shall be deemed effective at 9:00 a.m. on the next business day. For purposes of notice, the addresses and telefax number of the parties shall, until changed as herein provided, be as follows:

If to the Mortgagee, at: _____
_____
_____
Attn:_____
Telecopy No.: (___) ___-____

If to the Tenant, at: _____
_____
_____
Attn:_____
Telecopy No.: (___) ___-____

(b) *Successors and Assigns*. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate. If Tenant consists of more than one person or entity, the representations, warranties, covenants and obligations of such persons and entities hereunder shall be joint and several. A separate action may be brought or prosecuted against any such person or entity comprising Tenant, regardless of whether the action is brought or prosecuted against the other persons or entities comprising Tenant, or whether such persons or entities are joined in the action. Mortgagee may compromise or settle with any one or more of the persons or entities comprising Tenant for such sums, if any, as it may see fit and may in its discretion release any one or more of such persons or entities from any further liability to Mortgagee without impairing, affecting or releasing the right of Mortgagee to proceed against any one or more of the persons or entities not so released.

(c) *Entire Agreement*. This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

(d) *Interaction with Lease and with Mortgage*. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage.

(e) *Mortgagee's Rights and Obligations*. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Mortgagee under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

(f) *Interpretation; Governing Law*. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State in which the Leased Premises are located, excluding such State's principles of conflict of laws.

(g) *Amendments*. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(h) *Due Authorization*. Tenant represents to Mortgagee that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions. Mortgagee represents to Tenant that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

(i) *Execution.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Mortgagee and Tenant have caused this Agreement to be executed as of the date first above written.

WITNESS:

_____

Name: _____

_____

Name: _____

MORTGAGEE:

_____

a _____

By: _____

Name: _____

Title: _____

TENANT:

_____

a _____

By: _____

Name: _____

Title: _____

WITNESS:

_____

Name: _____

_____

Name: _____

STATE OF _____
COUNTY OF _____

I, a Notary Public for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he/she is a _____ of _____, a _____, and acknowledged the due execution of the foregoing instrument on behalf of the _____.

Witness my hand and official stamp or seal, this __ day of _____, 201__.

_____
Notary Public for _____
My Commission Expires: _____

[NOTARIAL SEAL]

STATE OF _____
COUNTY OF _____

I, a Notary Public for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he/she is a _____ of _____, a _____, and acknowledged the due execution of the foregoing instrument on behalf of the _____.

Witness my hand and official stamp or seal, this __ day of _____, 201__.

_____
Notary Public for _____
My Commission Expires:

[NOTARIAL SEAL]

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord is not a party to the above Agreement.

LANDLORD:

_____

By: _____
Name: _____
Title: _____

Dated: _____

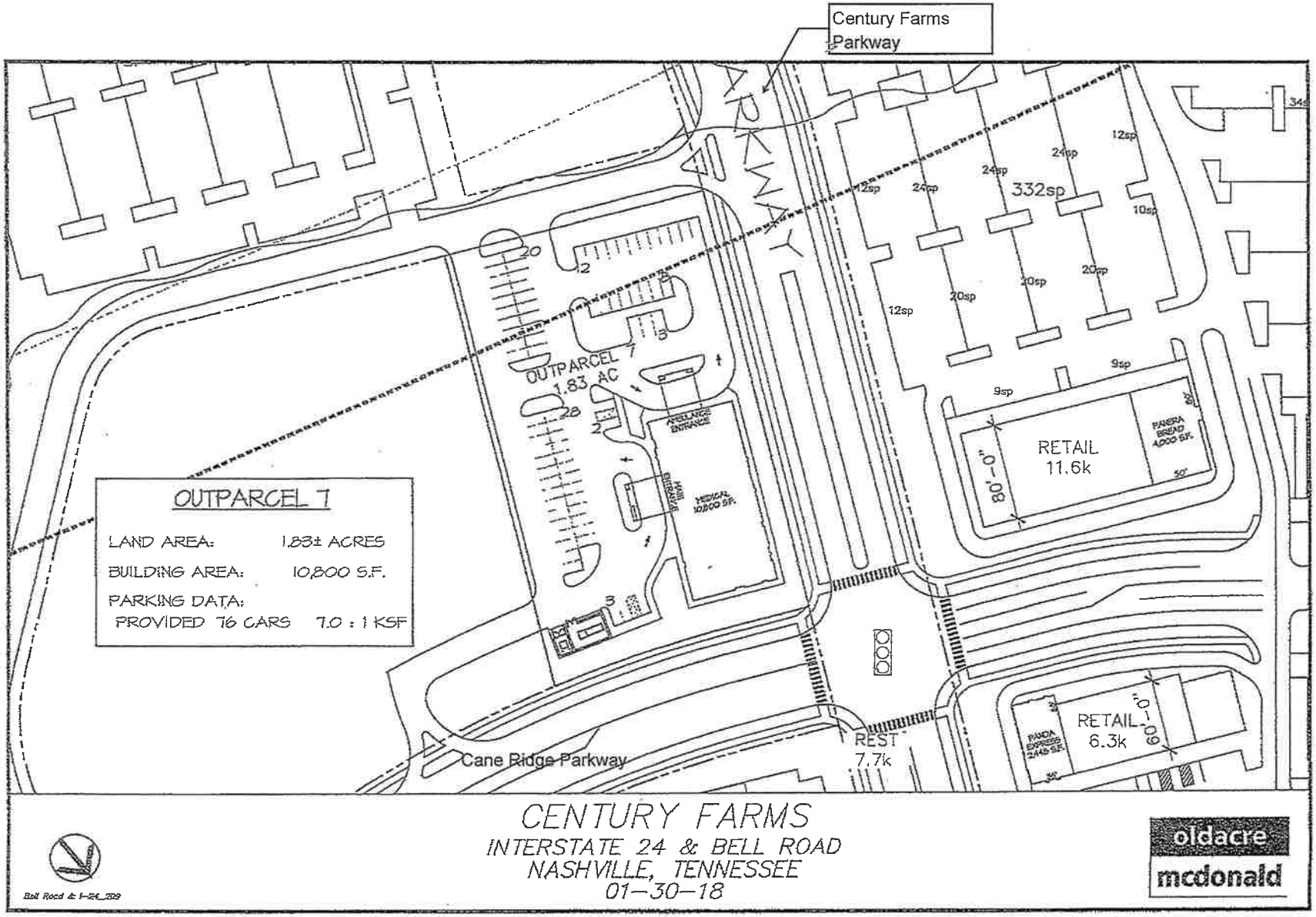
SCHEDULE E

Description of Signage

[To be agreed upon and attached during Due Diligence Period]

A-6B(1)a-d

Plot Plan

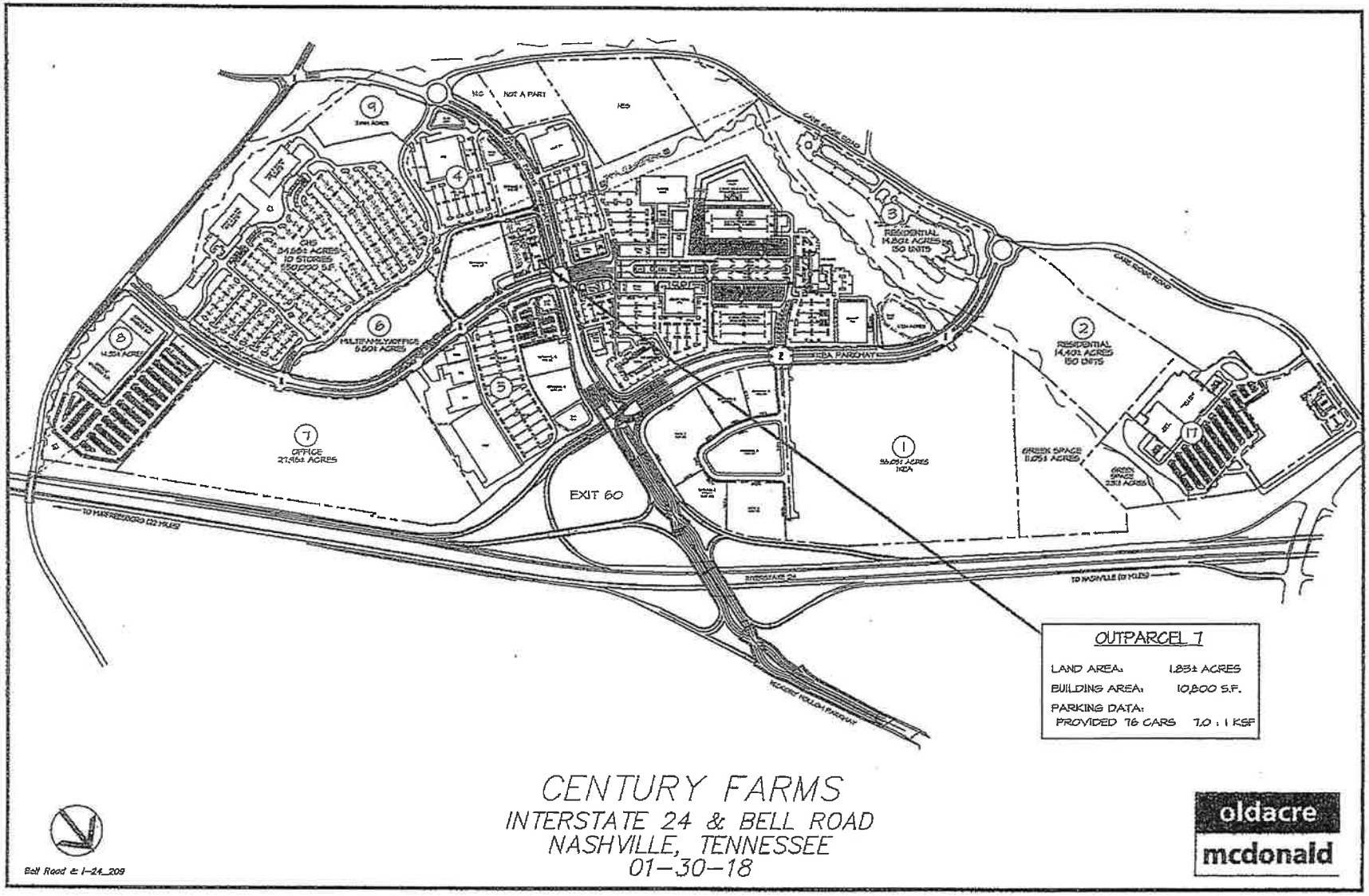


CENTURY FARMS

INTERSTATE 24 & BELL ROAD
NASHVILLE, TENNESSEE
01-30-18

Bell Road & I-24_209

oldacre
mcdonald



CENTURY FARMS

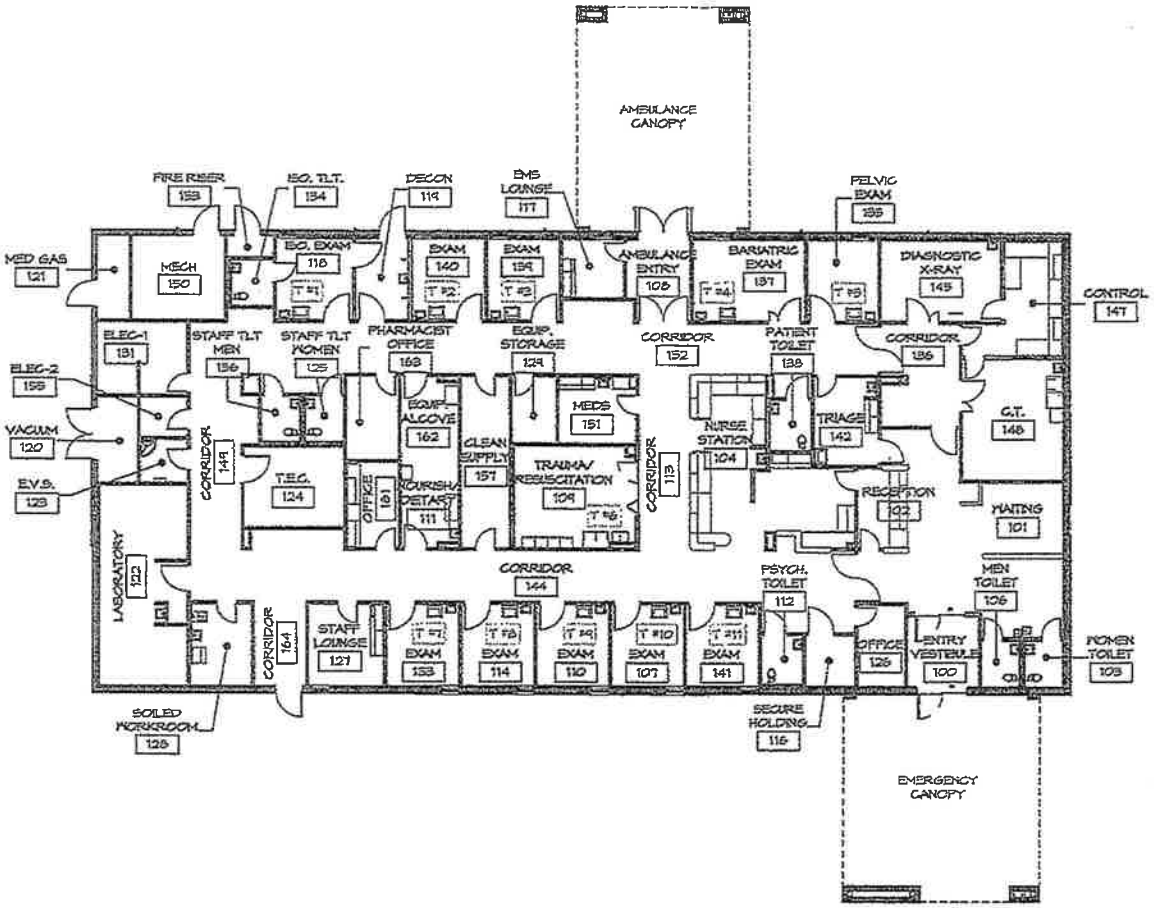
INTERSTATE 24 & BELL ROAD
NASHVILLE, TENNESSEE
01-30-18

Bell Road & I-24_209

oldacre
mcdonald

A-6B(2)

Floor Plans



HEREFORD-DOOLEY ARCHITECTS

FREE-STANDING EMERGENCY DEPARTMENT FLOOR PLAN

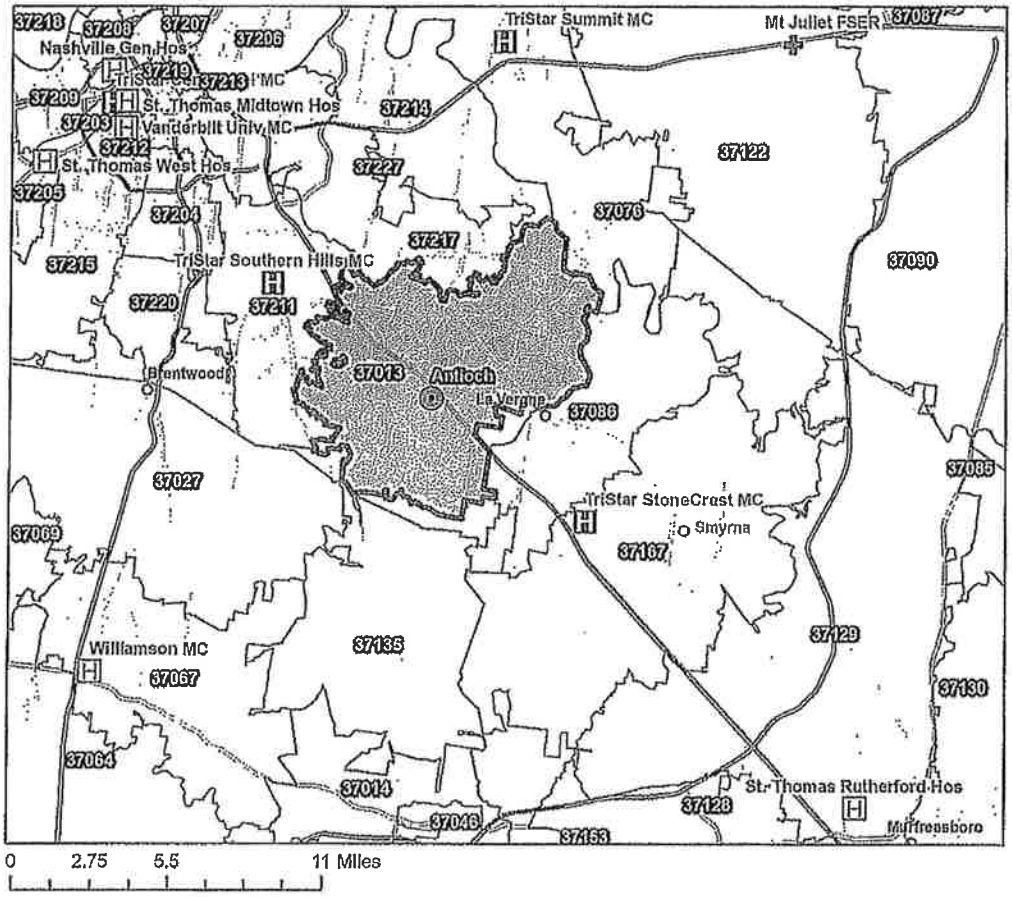
SOUTH CANOPY CONFIGURATION

SCALE: 1/16" = 1'-0"

0' 4' 8' 16'

B-Need-3

Service Area Map


37218
37209
37207
37206
Nashville Gen Hos
37219
37213
TriStar Summit MC
Mt Juliet FSER
37087
37209
St. Thomas Midtown Hos
37214
37203
Vanderbilt Univ MC
37212
St. Thomas West Hos
37227
37122
37205
37204
37076
37217
37215
TriStar Southern Hills MC
37090
37220
37211
Brentwood
37013
Antioch
La Vergne
37086
37085
37027
TriStar StoneCrest MC
37069
Smyrna
37167
37129
37135
Williamson MC
37067
37130
37064
37014
St. Thomas Rutherford Hos
37128
37046
37153
Murfreesboro
0
2.75
5.5
11 Miles
HCA
Acute Facility
Planned HCA FSER
Potential Site

http://www.tncenturyfarms.org/counties/

Proposed FSED site is in Davidson country

B-Need-State Health Plan-Guideline 1

Wait Times at Existing Emergency Departments

1. Determination of Need in the Proposed Service Area

B. Capacity Challenges: Wait Times and Visits Per Treatment Room

Wait Times at Existing ED Facilities in the Proposed Service Area

Host Hospital: TriStar Southern Hills Medical Center				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	248 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	78 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	124 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	5 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	1%	2%	2%

Metro Nashville General Hospital				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	284 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	92 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	146 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	38 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	17%	2%	2%

Saint Thomas Hospital for Specialty Surgery				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	No Data Available	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	No Data Available	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	No Data Available	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	No Data Available	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	No Data Available	2%	2%

Saint Thomas Midtown Hospital				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	246 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	75 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	193 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	30 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	3%	2%	2%

Saint Thomas Rutherford Hospital				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	254 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	73 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	170 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	26 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	3%	2%	2%

Saint Thomas West Hospital				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	224 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	66 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	193 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	33 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	1%	2%	2%

TriStar Centennial Medical Center				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	248 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	100 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	129 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	6 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	1%	2%	2%

TriStar Skyline Medical Center				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	275 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	140 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	160 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	5 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	1%	2%	2%

TriStar StoneCrest Medical Center				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	292 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	111 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	186 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	7 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	1%	2%	2%

TriStar Summit Medical Center				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	289 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	120 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	157 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	6 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	1%	2%	2%

TrustPoint Hospital				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	No Data Available	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	No Data Available	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	No Data Available	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	No Data Available	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	No Data Available	2%	2%

Vanderbilt University Medical Center				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	448 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	219 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	221 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	46 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	3%	2%	2%

Williamson Medical Center				
Measure	**Quarter(s)**	**ED Time/ Score**	**Tennessee Average**	**National Average**
ED-1: Median time from ED arrival to ED departure for ED admitted patients	2Q16-1Q17	222 min.	251 min.	282 min.
ED-2: Median time from admit decision to departure for ED admitted patients	2Q16-1Q17	67 min.	81 min.	102 min.
OP-18: Median time from ED arrival to ED departure for discharged ED patients	2Q16-1Q17	138 min.	132 min.	138 min.
OP-20: Door to diagnostic evaluation by a qualified medical professional	2Q16-1Q17	15 min.	17 min.	20 min.
OP-22: ED-patient left without being seen	1Q16-4Q16	1%	2%	2%

B-Need-State Health Plan-Guideline 2

American College of Emergency Physicians
Space Standards

Learn about the methodology used to establish your room totals.

Here's the most important thing for you: make sure you clearly understand how your architect or consultant quantifies room need. Make sure the architect clearly presents his or her methodology to you so that you're comfortable with the projections. To simplify room need estimates, I've included a general guideline that I use to help my clients set preliminary benchmarks for sizing emergency departments. Based on my experience, a wide range of potential areas and number of patient care spaces can be designed into each unique emergency department project. To take a preliminary look at whether your department is in the low, mid, or high range of patient care spaces and overall area (square footage), use the parameters explained in Table 5.2.

Start with Table 5.2. Identify which of the various components that support the low range, mid range, or high range design parameters match your proposed facility (or what you foresee your facility to match in the future). If you skew more toward the high range components, your new facility will likely fall to that side of the area and bed number ranges, and vice versa if you skew to the low range components. Then, read the section called "Understanding Area Calculations." From there, go to **Figure 5.1**, which outlines general areas and bed quantities for the low and high design ranges based on projected number of annual visits. Mid ranges would fall in between these quantities. The word "projected" is the key here. These are just preliminary estimates for bed numbers and overall square footage needs based on my experience.

TABLE 5.2.

Factors that will determine whether your future emergency department will be designed in the low range or the high range.

	LOW RANGE You can estimate that your need for patient care spaces and overall department area will be in the LOW RANGE if the majority of the following parameters match what you believe your future department will be:	MID RANGE You can estimate that you are in the MID RANGE of overall patient care space quantities or department size if the majority of your parameters are in this MID RANGE category:	HIGH RANGE You can estimate that your need for patient care spaces and overall department area will be in the HIGH RANGE if the majority of the following parameters match what you believe your future department will be:
Percentage of admitted patients	Less than 8% of your emergency department patients will be admitted to the hospital. Having a lower acuity patient population will allow for faster turnover of patient care spaces.	A range of 12% to 20% would be considered standard or average.	More than 25% of your emergency department patients will be admitted to the hospital. Having a higher acuity patient population will require more time for diagnosis and treatment in the emergency department.
Length of stay (LOS)	Average total LOS for all emergency department patients will be less than 2.25 hours. Because you'll have the ability to turn patient care spaces over quickly, you'll need fewer of them.	Average total LOS for all emergency department patients would be in the 2.5 to 3.75 hours range.	Average total LOS for all emergency department patients will be more than 4.0 hours. Because you won't be able to turn patient care spaces over quickly, you'll need more of them and, in turn, more clinical support spaces to support a larger department.

TABLE 5.2. (Cont.)

	LOW RANGE	MID RANGE	HIGH RANGE
Patient care spaces	The use of rapid medical evaluation areas, rapid care, and/or vertical areas to get patient assessment and advanced protocols started allows for fewer private rooms to be designed in the overall emergency department.	The determination that the majority of patients will be seen in private rooms, but with some flexible spaces to see patients in recliners.	The determination that all patients will be seen in private rooms. There will be no private areas that require less space such as curtained cubicles, three-walled patient care areas, and/or patient recliners to assist in advanced protocols or nonurgent patients.
Inner waiting and results waiting areas	Patients will be moved between patient care spaces/rooms (when meeting with clinical personnel) and inner waiting rooms when not in care spaces. Patients who are waiting for test results or discharge will be moved to results waiting rooms, thus, freeing up clinical care spaces.	Limited use of inner waiting or results waiting and only when emergency department is at capacity.	Patients will remain in private treatment spaces for entire visit. There will be no inner waiting or results waiting spaces in the emergency department.
Location of clinical decision unit (CDU) or observation space	Your CDU/observation space will be located outside of the emergency department and is not part of your architectural project. There is, or will be, an area for CDU or observation patients in another area or on another floor. As patients are changed to observation status, they immediately leave the emergency department for another location. You will not need to add space to accommodate this patient volume. Your emergency department can be at the lower range because you don't have to include these beds in your calculations.	Limited capacity for extended stay patients, CDU, or observation patients will be accommodated in emergency department, but additional observation space may be available to the emergency department outside of the department.	Your CDU, observation, or extended stay patients will remain in the emergency department or in an adjacent care module that is part of your architectural project. You will need to add space to accommodate this volume.
Boarding of admitted patients	Emergency department patients who are admitted to the hospital will be transported out of the department in 60 minutes or less after disposition. The ability to vacate the department allows you to turn patient care spaces over more quickly, which means that fewer spaces will be needed.	Admitted patients will stay in the emergency department an average of 90 to 120 minutes after order to admit.	Emergency department patients who are admitted to the hospital will remain in the department for over 150 minutes after order to admit. This extended time will limit your ability to turn a patient care space over quickly, which means that more spaces will be needed.

TABLE 5.2. (Cont.)

	LOW RANGE	MID RANGE	HIGH RANGE
Turnaround times for diagnostic tests	Average turnaround times for results from laboratory and imaging studies will be 45 minutes or less, which will enable you to turn patient care spaces over quickly. The use of point-of-care testing might decrease laboratory turnaround time for limited studies.	Average turnaround times for results from laboratory and imaging studies will be 60 minutes.	Average turnaround times for results from laboratory and imaging studies will be more than 90 minutes, which will limit your ability to turn patient care spaces over quickly.
Percentage of behavioral health patients	Under 3% would put you in the lower range, and you would probably not define a specialized area in the emergency department for behavioral health patients.	4% to 6% behavioral health patients would be average, and you might define a few rooms as safest possible healing environment rooms.	7% or over for behavioral health would be considered high, and you might develop special areas or suites for these specialty patients.
Percentage of nonurgent patients	Over 45% of your patients are classified as ESI 4 and 5 (combined). This high percentage of nonurgent patients means you have a low acuity emergency department.	25% to 45% of your patients are classified as ESI level 4 and 5 (combined).	Under 25% of your patients are classified as ESI level 4 and 5 (combined).
Age of patients	Less than 10% of your patients will be older than 65 years.	10% to 20% of your patients will be older than 65 years.	More than 20% of your patients will be older than 65 years. Older patients require more time and more diagnostic testing.
Imaging facilities included within the emergency department	Imaging studies will not be performed within the department, so there is no need to add space for imaging rooms.	Limited general radiology and a CT might be within the emergency department.	Multiple imaging rooms, CT(s), mammography room(s), and a potential MRI might be a part of your emergency department.
Family amenities	No provisions for additional family consult rooms, family nourishment areas, and so on.	Limited consulting rooms or family grieving areas.	Provisions will be made for multiple family consult rooms, body viewing rooms, family nourishment areas, and so on.
Specialty components: geriatrics	No specialty area for geriatrics will be designated.	An area within your emergency department might be designated for geriatric care with the addition of family consultation rooms and other support.	A specialized geriatric module will have additional support spaces such as private interview rooms, family rooms, and family nourishment areas.

TABLE 5.2. (Cont.)

	LOW RANGE	MID RANGE	HIGH RANGE
Specialty components: pediatrics	No specialty area for pediatrics will be allocated.	An area within your emergency department might be designated for pediatric care with the addition of family consultation rooms and other support.	A specialized pediatric module will have additional support spaces such as private interview rooms, family rooms, family nourishment areas, pediatric equipment, and sibling play areas. Overall, pediatric emergency departments tend to fall within larger area projections because of the additional family and support spaces.
Specialty components: detention	The amount of jail/prisoner patients is limited, and no special provisions will be made in the future emergency department.	An area within your emergency department might be designated for detention patients.	There will be a large number of detention patients, and a separate unit, with separate access, will be created.
Need for administrative or teaching spaces	Your need for administrative offices within the emergency department will be minimal. No support needed for teaching programs.	Offices for emergency department administrative leaders and a moderate amount of teaching/ conference space will be needed to support teaching programs.	Your need for teaching areas, faculty offices, and other administrative spaces within the emergency department will be extensive, such as in support of an emergency department within a university-affiliated teaching hospital. Additional administrative and support space will be needed for flight programs, trauma services, and so on, all to be included within the emergency department project.

Estimating Total Area Needs

The chart presented as Figure 5.1 was developed as a guide for people just starting to estimate patient care space need and overall departmental square footage. It's important to note that there are low and high estimates for patient care spaces and square footage. If you mostly fall into the mid-range categories listed above, then your quantity of emergency department spaces and department gross square footage would fall in between the low and high ranges. The low and high square footage calculations are for both Departmental Gross Square Footage (DGSF) and Building Gross Square Footage (BGSF). It's really important for you to know the difference and understand the implications of quoting DGSF and BGSF. Here's a primer on architectural terminology and area calculations.

Understanding Area Calculations

- **Net Square Footage (NSF), or net area.** "Net" area is the usable square footage within a room or space. The area is calculated by measuring and multiplying the

FIGURE 5.1.
Preliminary sizing chart. *Courtesy of Huddy HealthCare Solutions.*

		Low Range Estimates *See page 118 for notes concerning the information presented in the chart below*									Use this Departmental Gross Area Calculation for Internal Renovations	Use this Building Gross Area if completely new construction or freestanding ED
		Low Range: Sample Distribution of Emergency Department Patient Care Spaces							Capacity	Area per Space	Dept Gross Area	1.25 BGSF Multiplier
Ref No.	Annual ED Volume	CIA (Care Initiation)	Universal	Isolation	Resusc	Total Main ED	Extended Stay	Total Spaces	Visits/Space	DGSF/ Patient Space	DGSF: Dept. Gross Square Footage	BGSF: Building Gross Square Footage
1.	10,000 ED visits	3 Spaces	2 Spaces	1 Spaces	1 Spaces	7 Spaces	1 Spaces	8 Spaces	1,250 vis/sp	825 DGSF/ Space	6,600 DGSF	8,250 BGSF
2.	15,000 ED visits	4 Spaces	3 Spaces	1 Spaces	1 Spaces	9 Spaces	2 Spaces	11 Spaces	1,364 vis/sp	825 DGSF/ Space	9,075 DGSF	11,344 BGSF
3.	20,000 ED visits	5 Spaces	4 Spaces	1 Spaces	2 Spaces	12 Spaces	2 Spaces	14 Spaces	1,429 vis/sp	825 DGSF/ Space	11,550 DGSF	14,438 BGSF
4.	25,000 ED visits	6 Spaces	5 Spaces	2 Spaces	2 Spaces	15 Spaces	3 Spaces	18 Spaces	1,389 vis/sp	825 DGSF/ Space	14,850 DGSF	18,563 BGSF
5.	30,000 ED visits	7 Spaces	6 Spaces	2 Spaces	2 Spaces	17 Spaces	4 Spaces	21 Spaces	1,429 vis/sp	800 DGSF/ Space	16,800 DGSF	21,000 BGSF
6.	35,000 ED visits	8 Spaces	7 Spaces	2 Spaces	2 Spaces	19 Spaces	4 Spaces	23 Spaces	1,522 vis/sp	800 DGSF/ Space	18,400 DGSF	23,000 BGSF
7.	40,000 ED visits	9 Spaces	8 Spaces	2 Spaces	2 Spaces	21 Spaces	4 Spaces	25 Spaces	1,600 vis/sp	800 DGSF/ Space	20,000 DGSF	25,000 BGSF
8.	45,000 ED visits	10 Spaces	9 Spaces	2 Spaces	2 Spaces	23 Spaces	5 Spaces	28 Spaces	1,607 vis/sp	800 DGSF/ Space	22,400 DGSF	28,000 BGSF
9.	50,000 ED visits	11 Spaces	10 Spaces	2 Spaces	2 Spaces	25 Spaces	6 Spaces	31 Spaces	1,613 vis/sp	800 DGSF/ Space	24,800 DGSF	31,000 BGSF
10.	55,000 ED visits	12 Spaces	11 Spaces	2 Spaces	2 Spaces	27 Spaces	6 Spaces	33 Spaces	1,667 vis/sp	800 DGSF/ Space	26,400 DGSF	33,000 BGSF
11.	60,000 ED visits	13 Spaces	12 Spaces	2 Spaces	3 Spaces	30 Spaces	7 Spaces	37 Spaces	1,622 vis/sp	775 DGSF/ Space	28,675 DGSF	35,844 BGSF
12.	65,000 ED visits	14 Spaces	13 Spaces	3 Spaces	3 Spaces	33 Spaces	8 Spaces	41 Spaces	1,585 vis/sp	775 DGSF/ Space	31,775 DGSF	39,719 BGSF
13.	70,000 ED visits	14 Spaces	14 Spaces	3 Spaces	3 Spaces	34 Spaces	9 Spaces	43 Spaces	1,628 vis/sp	775 DGSF/ Space	33,325 DGSF	41,656 BGSF
14.	75,000 ED visits	15 Spaces	15 Spaces	4 Spaces	3 Spaces	37 Spaces	10 Spaces	47 Spaces	1,596 vis/sp	750 DGSF/ Space	35,250 DGSF	44,063 BGSF
15.	80,000 ED visits	16 Spaces	16 Spaces	4 Spaces	3 Spaces	39 Spaces	11 Spaces	50 Spaces	1,600 vis/sp	750 DGSF/ Space	37,500 DGSF	46,875 BGSF
16.	85,000 ED visits	17 Spaces	17 Spaces	4 Spaces	3 Spaces	41 Spaces	12 Spaces	53 Spaces	1,604 vis/sp	750 DGSF/ Space	39,750 DGSF	49,688 BGSF
17.	90,000 ED visits	18 Spaces	17 Spaces	4 Spaces	4 Spaces	43 Spaces	13 Spaces	56 Spaces	1,607 vis/sp	725 DGSF/ Space	40,600 DGSF	50,750 BGSF
18.	95,000 ED visits	19 Spaces	18 Spaces	5 Spaces	4 Spaces	46 Spaces	14 Spaces	60 Spaces	1,583 vis/sp	725 DGSF/ Space	43,500 DGSF	54,375 BGSF
19.	100,000 ED visits	20 Spaces	18 Spaces	5 Spaces	4 Spaces	47 Spaces	15 Spaces	62 Spaces	1,613 vis/sp	725 DGSF/ Space	44,950 DGSF	56,188 BGSF
20.	105,000 ED visits	21 Spaces	21 Spaces	5 Spaces	4 Spaces	51 Spaces	16 Spaces	67 Spaces	1,567 vis/sp	700 DGSF/ Space	46,900 DGSF	58,625 BGSF
21.	110,000 ED visits	22 Spaces	23 Spaces	6 Spaces	4 Spaces	55 Spaces	16 Spaces	71 Spaces	1,549 vis/sp	700 DGSF/ Space	49,700 DGSF	62,125 BGSF
22.	115,000 ED visits	23 Spaces	23 Spaces	6 Spaces	5 Spaces	57 Spaces	17 Spaces	74 Spaces	1,554 vis/sp	700 DGSF/ Space	51,800 DGSF	64,750 BGSF
23.	120,000 ED visits	24 Spaces	24 Spaces	6 Spaces	5 Spaces	59 Spaces	18 Spaces	77 Spaces	1,558 vis/sp	700 DGSF/ Space	53,900 DGSF	67,375 BGSF
24.	125,000 ED visits	25 Spaces	24 Spaces	6 Spaces	5 Spaces	60 Spaces	19 Spaces	79 Spaces	1,582 vis/sp	675 DGSF/ Space	53,325 DGSF	66,656 BGSF
25.	130,000 ED visits	26 Spaces	25 Spaces	6 Spaces	5 Spaces	62 Spaces	20 Spaces	82 Spaces	1,585 vis/sp	675 DGSF/ Space	55,350 DGSF	69,188 BGSF
26	135,000 ED visits	27 Spaces	26 Spaces	6 Spaces	6 Spaces	65 Spaces	21 Spaces	86 Spaces	1,570 vis/sp	675 DGSF/ Space	58,050 DGSF	72,563 BGSF
27	140,000 ED visits	28 Spaces	26 Spaces	7 Spaces	6 Spaces	67 Spaces	22 Spaces	89 Spaces	1,573 vis/sp	675 DGSF/ Space	60,075 DGSF	75,094 BGSF
28.	145,000 ED visits	29 Spaces	27 Spaces	7 Spaces	7 Spaces	70 Spaces	23 Spaces	93 Spaces	1,559 vis/sp	650 DGSF/ Space	60,450 DGSF	75,563 BGSF
29.	150,000 ED visits	30 Spaces	28 Spaces	7 Spaces	7 Spaces	72 Spaces	24 Spaces	96 Spaces	1,563 vis/sp	675 DGSF/ Space	64,800 DGSF	81,000 BGSF

FIGURE 5.1. (Cont.)

Preliminary sizing chart. *Courtesy of Huddy HealthCare Solutions.*

		High Range Estimates *See page 118 for notes concerning the information presented in the chart below*									Use this Departmental Gross Area Calculation for Internal Renovations	Use this Building Gross Area if completely new construction or freestanding ED
		High Range: Sample Distribution of Emergency Department Patient Care Spaces							Capacity	Area per Space	Dept Gross Area	1.25 BGSF Multiplier
Ref No.	Annual ED Volume	CIA (Care Initiation)	Universal	Isolation	Resusc	Total Main ED	Extended Stay	Total Spaces	Visits/ Space	DGSF/ Patient Space	DGSF: Dept. Gross Square Footage	BGSF: Building Gross Square Footage
1.	10,000 ED visits	2 Spaces	3 Spaces	2 Spaces	1 Spaces	8 Spaces	3 Spaces	11 Spaces	909 vis/sp	875 DGSF/ Space	9,625 DGSF	12,031 BGSF
2.	15,000 ED visits	2 Spaces	5 Spaces	2 Spaces	1 Spaces	10 Spaces	3 Spaces	13 Spaces	1,154 vis/sp	875 DGSF/ Space	11,375 DGSF	14,219 BGSF
3.	20,000 ED visits	2 Spaces	7 Spaces	2 Spaces	1 Spaces	12 Spaces	4 Spaces	16 Spaces	1,250 vis/sp	875 DGSF/ Space	14,000 DGSF	17,500 BGSF
4.	25,000 ED visits	2 Spaces	9 Spaces	2 Spaces	2 Spaces	15 Spaces	5 Spaces	20 Spaces	1,250 vis/sp	875 DGSF/ Space	17,500 DGSF	21,875 BGSF
5.	30,000 ED visits	3 Spaces	11 Spaces	3 Spaces	2 Spaces	19 Spaces	6 Spaces	25 Spaces	1,200 vis/sp	875 DGSF/ Space	21,875 DGSF	27,344 BGSF
6.	35,000 ED visits	3 Spaces	13 Spaces	3 Spaces	2 Spaces	21 Spaces	7 Spaces	28 Spaces	1,250 vis/sp	875 DGSF/ Space	24,500 DGSF	30,625 BGSF
7.	40,000 ED visits	4 Spaces	15 Spaces	4 Spaces	2 Spaces	25 Spaces	8 Spaces	33 Spaces	1,212 vis/sp	875 DGSF/ Space	28,875 DGSF	36,094 BGSF
8.	45,000 ED visits	4 Spaces	17 Spaces	4 Spaces	3 Spaces	28 Spaces	9 Spaces	37 Spaces	1,216 vis/sp	850 DGSF/ Space	31,450 DGSF	39,313 BGSF
9.	50,000 ED visits	4 Spaces	19 Spaces	4 Spaces	3 Spaces	30 Spaces	10 Spaces	40 Spaces	1,250 vis/sp	850 DGSF/ Space	34,000 DGSF	42,500 BGSF
10.	55,000 ED visits	5 Spaces	21 Spaces	4 Spaces	3 Spaces	33 Spaces	11 Spaces	44 Spaces	1,250 vis/sp	850 DGSF/ Space	37,400 DGSF	46,750 BGSF
11.	60,000 ED visits	5 Spaces	23 Spaces	4 Spaces	3 Spaces	35 Spaces	12 Spaces	47 Spaces	1,277 vis/sp	825 DGSF/ Space	38,775 DGSF	48,469 BGSF
12.	65,000 ED visits	6 Spaces	25 Spaces	5 Spaces	3 Spaces	39 Spaces	13 Spaces	52 Spaces	1,250 vis/sp	825 DGSF/ Space	42,900 DGSF	53,625 BGSF
13.	70,000 ED visits	6 Spaces	27 Spaces	5 Spaces	4 Spaces	42 Spaces	14 Spaces	56 Spaces	1,250 vis/sp	825 DGSF/ Space	46,200 DGSF	57,750 BGSF
14.	75,000 ED visits	7 Spaces	29 Spaces	5 Spaces	4 Spaces	45 Spaces	15 Spaces	60 Spaces	1,250 vis/sp	800 DGSF/ Space	48,000 DGSF	60,000 BGSF
15.	80,000 ED visits	7 Spaces	31 Spaces	6 Spaces	4 Spaces	48 Spaces	16 Spaces	64 Spaces	1,250 vis/sp	800 DGSF/ Space	51,200 DGSF	64,000 BGSF
16.	85,000 ED visits	8 Spaces	33 Spaces	6 Spaces	4 Spaces	51 Spaces	17 Spaces	68 Spaces	1,250 vis/sp	800 DGSF/ Space	54,400 DGSF	68,000 BGSF
17.	90,000 ED visits	8 Spaces	35 Spaces	6 Spaces	5 Spaces	54 Spaces	18 Spaces	72 Spaces	1,250 vis/sp	775 DGSF/ Space	55,800 DGSF	69,750 BGSF
18.	95,000 ED visits	9 Spaces	37 Spaces	6 Spaces	5 Spaces	57 Spaces	19 Spaces	76 Spaces	1,250 vis/sp	775 DGSF/ Space	58,900 DGSF	73,625 BGSF
19.	100,000 ED visits	10 Spaces	39 Spaces	7 Spaces	5 Spaces	61 Spaces	20 Spaces	81 Spaces	1,235 vis/sp	775 DGSF/ Space	62,775 DGSF	78,469 BGSF
20.	105,000 ED visits	11 Spaces	41 Spaces	7 Spaces	6 Spaces	65 Spaces	21 Spaces	86 Spaces	1,221 vis/sp	750 DGSF/ Space	64,500 DGSF	80,625 BGSF
21.	110,000 ED visits	12 Spaces	43 Spaces	7 Spaces	6 Spaces	68 Spaces	22 Spaces	90 Spaces	1,222 vis/sp	750 DGSF/ Space	67,500 DGSF	84,375 BGSF
22.	115,000 ED visits	13 Spaces	45 Spaces	8 Spaces	6 Spaces	72 Spaces	23 Spaces	95 Spaces	1,211 vis/sp	750 DGSF/ Space	71,250 DGSF	89,063 BGSF
23.	120,000 ED visits	14 Spaces	47 Spaces	8 Spaces	6 Spaces	75 Spaces	24 Spaces	99 Spaces	1,212 vis/sp	750 DGSF/ Space	74,250 DGSF	92,813 BGSF
24.	125,000 ED visits	15 Spaces	49 Spaces	8 Spaces	7 Spaces	79 Spaces	25 Spaces	104 Spaces	1,202 vis/sp	725 DGSF/ Space	75,400 DGSF	94,250 BGSF
25.	130,000 ED visits	16 Spaces	51 Spaces	8 Spaces	7 Spaces	82 Spaces	26 Spaces	108 Spaces	1,204 vis/sp	725 DGSF/ Space	78,300 DGSF	97,875 BGSF
26	135,000 ED visits	17 Spaces	53 Spaces	8 Spaces	7 Spaces	85 Spaces	27 Spaces	112 Spaces	1,205 vis/sp	725 DGSF/ Space	81,200 DGSF	101,500 BGSF
27	140,000 ED visits	18 Spaces	55 Spaces	8 Spaces	7 Spaces	88 Spaces	28 Spaces	116 Spaces	1,207 vis/sp	725 DGSF/ Space	84,100 DGSF	105,125 BGSF
28.	145,000 ED visits	19 Spaces	57 Spaces	8 Spaces	7 Spaces	91 Spaces	29 Spaces	120 Spaces	1,208 vis/sp	700 DGSF/ Space	84,000 DGSF	105,000 BGSF
29.	150,000 ED visits	20 Spaces	59 Spaces	8 Spaces	8 Spaces	95 Spaces	30 Spaces	125 Spaces	1,200 vis/sp	725 DGSF/ Space	90,625 DGSF	113,281 BGSF

B-Need-State Health Plan-Guideline 4

Quality Indicators at Existing Emergency Departments

4. Host Hospital Emergency Department Quality of Care

Quality of Care Provided at the Host Hospital ED

Host Hospital: TriStar Southern Hills Medical Center						
Measure	**Quarter(s)**	**ED Time/ Score**	**Check (X) Applicable Quartile**			
			Bottom Quartile ≤ 25th %ile	**Median Quartile** 25th – 50th %ile	**Median Quartile** 50th – 75th %ile	**Top Quartile** ≥ 75th %ile
OP-1: Median Time to Fibrinolysis	2Q16-1Q17	Not Available: No cases met the criteria for this measure.				
OP-2: Fibrinolytic Therapy Received Within 30 Minutes	2Q16-1Q17	Not Available: No cases met the criteria for this measure.				
OP-3: Median Time to Transfer to Another Facility for Acute Coronary Intervention	2Q16-1Q17	Not Available: No cases met the criteria for this measure.				
OP-4: Aspirin at Arrival	2Q16-1Q17	100%				X
OP-5: Median Time to ECG	2Q16-1Q17	2 min.				X
OP-18: Median Time from ED Arrival to Departure for Discharged ED Patients	2Q16-1Q17	124 min.			X	
OP-20: Door to Diagnostic Evaluation by a Qualified Medical Personnel	2Q16-1Q17	5 min.				X
OP-21: ED-Median Time to Pain Management for Long Bone Fracture	2Q16-1Q17	34 min.				X
OP-23: ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival	2Q16-1Q17	Not Available: The number of cases/ patients is too few to report.				

Appendix: Supporting Competitor Information (by Measure)

- **ED-1: Median time from ED arrival to ED departure for ED admitted patients, Quarters: 2Q16 – 1Q17**
- **Median Time – Lower numbers are better**
- **94 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile.
Metro Nashville General Hospital	284 min.	X Rank: 71			
Saint Thomas Hospital for Specialty Surgery	Not Available: No cases met the criteria for this measure.				
Saint Thomas Midtown Hospital	246 min.		X Rank: 53		
Saint Thomas Rutherford Hospital	254 min.		X Rank: 62		
Saint Thomas West Hospital	224 min.			X Rank: 34	
TriStar Centennial Medical Center	248 min.		X Rank: 58		
TriStar Skyline Medical Center	275 min.		X Rank: 68		
TriStar Southern Hills Medical Center	248 min.		X Rank: 58		
TriStar StoneCrest Medical Center	292 min.	X Rank: 76			
TriStar Summit Medical Center	289 min.	X Rank: 73			
TrustPoint Hospital	Not Available: No cases met the criteria for this measure.				
Vanderbilt University Medical Center	448 min.	X Rank: 94			
Williamson Medical Center	222 min.			X Rank: 32	

- **ED-2: Median time from admit decision to departure for ED admitted patients, Quarters: 2Q16 – 1Q17**
- **Median Time – Lower numbers are better**
- **94 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile
Metro Nashville General Hospital	92		X Rank: 66		
Saint Thomas Hospital for Specialty Surgery	Not Available: No cases met the criteria for this measure.				
Saint Thomas Midtown Hospital	75		X Rank: 51		
Saint Thomas Rutherford Hospital	73		X Rank: 50		
Saint Thomas West Hospital	66			X Rank: 38	
TriStar Centennial Medical Center	100	X Rank: 72			
TriStar Skyline Medical Center	140	X Rank: 84			
TriStar Southern Hills Medical Center	78		X Rank: 56		
TriStar StoneCrest Medical Center	111	X Rank: 77			
TriStar Summit Medical Center	120	X Rank: 78			
TrustPoint Hospital	Not Available: No cases met the criteria for this measure.				
Vanderbilt University Medical Center	219	X Rank: 94			
Williamson Medical Center	67			X Rank: 40	

- **OP-1: Median Time to Fibrinolysis, Quarters: 2Q16 – 1Q17**
- **Median Time – Lower numbers are better**
- **5 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile
Metro Nashville General Hospital	Not Available: No cases met the criteria for this measure.				
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	Not Available: Results are not available for this reporting period.				
Saint Thomas Rutherford Hospital	Not Available: No cases met the criteria for this measure.				
Saint Thomas West Hospital	Not Available: Results are not available for this reporting period.				
TriStar Centennial Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar Skyline Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar Southern Hills Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar StoneCrest Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar Summit Medical Center	Not Available: No cases met the criteria for this measure.				
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	Not Available: Results are not available for this reporting period.				
Williamson Medical Center	Not Available: No cases met the criteria for this measure.				

- **OP-2: Fibrinolytic Therapy Received Within 30 Minutes, Quarters: 2Q16 – 1Q17**
- **Percent of Compliance: Higher numbers are better**
- **5 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	**Median Quartile** 25th – 50th %ile	**Median Quartile** 50th – 75th %ile	**Top Quartile** ≥ 75th %ile.
Metro Nashville General Hospital	Not Available: No cases met the criteria for this measure.				
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	Not Available: Results are not available for this reporting period.				
Saint Thomas Rutherford Hospital	Not Available: No cases met the criteria for this measure.				
Saint Thomas West Hospital	Not Available: Results are not available for this reporting period.				
TriStar Centennial Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar Skyline Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar Southern Hills Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar StoneCrest Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar Summit Medical Center	Not Available: No cases met the criteria for this measure.				
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	Not Available: Results are not available for this reporting period.				
Williamson Medical Center	Not Available: No cases met the criteria for this measure.				

- **OP-3: Median Time to Transfer to Another Facility for Acute Coronary Intervention, Quarters: 2Q16 – 1Q17**
- **Median Time: Lower numbers are better**
- **16 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile.
Metro Nashville General Hospital	Not Available: The number of cases/patients is too few to report; Results are based on a shorter time period than required.				
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	Not Available: Results are not available for this reporting period.				
Saint Thomas Rutherford Hospital	Not Available: No cases met the criteria for this measure.				
Saint Thomas West Hospital	Not Available: Results are not available for this reporting period.				
TriStar Centennial Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar Skyline Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar Southern Hills Medical Center	Not Available: No cases met the criteria for this measure.				
TriStar StoneCrest Medical Center	Not Available: The number of cases/patients is too few to report.				
TriStar Summit Medical Center	Not Available: Results are based on a shorter time period than required; No cases met the criteria for this measure.				
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	Not Available: Results are not available for this reporting period.				
Williamson Medical Center	Not Available: No cases met the criteria for this measure.				

- **OP-4: Aspirin at Arrival, Quarters: 2Q16 – 1Q17**
- **Percent of Compliance: Higher numbers are better**
- **82 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile
Metro Nashville General Hospital	100%				X Rank: 1
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	Not Available: Results are not available for this reporting period.				
Saint Thomas Rutherford Hospital	95%		X Rank: 53		
Saint Thomas West Hospital	Not Available: Results are not available for this reporting period.				
TriStar Centennial Medical Center	96%		X Rank: 45		
TriStar Skyline Medical Center	96%		X Rank: 45		
TriStar Southern Hills Medical Center	100%				X Rank: 1
TriStar StoneCrest Medical Center	98%			X Rank: 25	
TriStar Summit Medical Center	100%				X Rank: 1
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	Not Available: The number of cases/patients is too few to report and Results are based on a shorter time period than required.				
Williamson Medical Center	92%	X Rank: 66			

- **OP-5: Median Time to ECG, Quarters: 2Q16 – 1Q17**
- **Median Time – Lower numbers are better**
- **82 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile
Metro Nashville General Hospital	5 min.			X Rank: 28	
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	Not Available: Results are not available for this reporting period.				
Saint Thomas Rutherford Hospital	7 min.		X Rank: 44		
Saint Thomas West Hospital	Not Available: Results are not available for this reporting period.				
TriStar Centennial Medical Center	1 min.				X Rank: 3
TriStar Skyline Medical Center	5 min.			X Rank: 28	
TriStar Southern Hills Medical Center	2 min.				X Rank: 4
TriStar StoneCrest Medical Center	7 min.		X Rank: 44		
TriStar Summit Medical Center	6 min.			X Rank: 37	
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	Not Available: The number of cases/patients is too few to report and Results are based on a shorter time period than required.				
Williamson Medical Center	9 min.		X Rank: 60		

- **OP-18: Median Time from ED Arrival to Departure for Discharged ED Patients, Quarters: 2Q16 – 1Q17**
- **Median Time – Lower numbers are better**
- **99 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile
Metro Nashville General Hospital	146 min.		X Rank: 65		
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	193 min.	X Rank: 93			
Saint Thomas Rutherford Hospital	170 min.	X Rank: 82			
Saint Thomas West Hospital	193 min.	X Rank: 93			
TriStar Centennial Medical Center	129 min.			X Rank: 50	
TriStar Skyline Medical Center	160 min.	X Rank: 76			
TriStar Southern Hills Medical Center	124 min.			X Rank: 49	
TriStar StoneCrest Medical Center	186 min.	X Rank: 91			
TriStar Summit Medical Center	157 min.		X Rank: 74		
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	221 min.	X Rank: 97			
Williamson Medical Center	138 min.		X Rank: 57		

- **OP-20: Door to Diagnostic Evaluation by a Qualified Medical Personnel, Quarters: 2Q16 – 1Q17**
- **Median Time – Lower numbers are better**
- **99 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile
Metro Nashville General Hospital	38 min.	X Rank: 94			
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	30 min.	X Rank: 78			
Saint Thomas Rutherford Hospital	26 min.		X Rank: 66		
Saint Thomas West Hospital	33 min.	X Rank: 90			
TriStar Centennial Medical Center	6 min.				X Rank: 8
TriStar Skyline Medical Center	5 min.				X Rank: 3
TriStar Southern Hills Medical Center	5 min.				X Rank: 3
TriStar StoneCrest Medical Center	7 min.				X Rank: 11
TriStar Summit Medical Center	6 min.				X Rank: 8
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	46 min.	X Rank: 99			
Williamson Medical Center	15 min.				X Rank: 25

- **OP-21: ED-Median Time to Pain Management for Long Bone Fracture, Quarters: 2Q16 – 1Q17**
- **Median Time – Lower numbers are better**
- **96 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile
Metro Nashville General Hospital	60 min.		X Rank: 66		
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	61 min.		X Rank: 71		
Saint Thomas Rutherford Hospital	68 min.	X Rank: 84			
Saint Thomas West Hospital	70 min.	X Rank: 88			
TriStar Centennial Medical Center	26 min.				X Rank: 6
TriStar Skyline Medical Center	27 min.				X Rank: 9
TriStar Southern Hills Medical Center	34 min.				X Rank: 18
TriStar StoneCrest Medical Center	24 min.				X Rank: 4
TriStar Summit Medical Center	37 min.				X Rank: 22
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	41 min.			X Rank: 27	
Williamson Medical Center	26 min.				X Rank: 6

- **OP-22: ED-patient left without being seen, Quarters: 2Q16 – 1Q17**
- **Percent: Lower numbers are better**
- **96 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	**Median Quartile** 25th – 50th %ile	**Median Quartile** 50th – 75th %ile	**Top Quartile** ≥ 75th %ile
Metro Nashville General Hospital	17%	X Rank: 94			
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	3%	X Rank: 72			
Saint Thomas Rutherford Hospital	3%	X Rank: 72			
Saint Thomas West Hospital	1%				X Rank: 7
TriStar Centennial Medical Center	1%				X Rank: 7
TriStar Skyline Medical Center	1%				X Rank: 7
TriStar Southern Hills Medical Center	1%				X Rank: 7
TriStar StoneCrest Medical Center	1%				X Rank: 7
TriStar Summit Medical Center	1%				X Rank: 7
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	3%	X Rank: 72			
Williamson Medical Center	1%				X Rank: 7

- **OP-23: ED-Head CT or MRI Scan Results for Acute Ischemic Stroke or Hemorrhagic Stroke Patients who Received Head CT or MRI Scan Interpretation With 45 Minutes of ED Arrival, Quarters: 2Q16 – 1Q17**
- **Percent of Compliance: Higher numbers are better**
- **42 Hospitals Reporting in TN**

Facility Name	ED Time/ Score	Check (X) Applicable Quartile			
		Bottom Quartile ≤ 25th %ile	Median Quartile 25th – 50th %ile	Median Quartile 50th – 75th %ile	Top Quartile ≥ 75th %ile
Metro Nashville General Hospital	Not Available: The number of cases/patients is too few to report.				
Saint Thomas Hospital for Specialty Surgery	Not Available: Results are not available for this reporting period.				
Saint Thomas Midtown Hospital	Not Available: The number of cases/patients is too few to report.				
Saint Thomas Rutherford Hospital	64%	X Rank: 34			
Saint Thomas West Hospital	Not Available: The number of cases/patients is too few to report.				
TriStar Centennial Medical Center	Not Available: The number of cases/patients is too few to report.				
TriStar Skyline Medical Center	Not Available: The number of cases/patients is too few to report.				
TriStar Southern Hills Medical Center	Not Available: The number of cases/patients is too few to report.				
TriStar StoneCrest Medical Center	95%				X Rank: 4
TriStar Summit Medical Center	Not Available: The number of cases/patients is too few to report.				
TrustPoint Hospital	Not Available: Results are not available for this reporting period.				
Vanderbilt University Medical Center	36%	X Rank: 42			
Williamson Medical Center	90%			X Rank: 13	

B-Need-State Health Plan-14

Medical Director Qualifications

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EDUCATION:

University of Alabama in Huntsville
School of Primary Care
Residency in Family Practice
November 1988 through February 1992

University of Tennessee Center for Health Sciences
School of Medicine
Doctor of Medicine, December 1987
Memphis, Tennessee

Rural Preceptorship Family Practice Program
University of Colorado
September 1987, assisting Dr. Alan Reishus
Craig, Colorado

Vanderbilt University, College of Arts and Science
Nashville, TN 37232
Bachelor of Science in Mathematics (Cum Laude),
May 1983

Wayne County High School
Waynesboro, TN 38485
June 1979
Salutatorian; Member of National Honor Society

Mark T. Byram (Con't)
EXPERIENCE:

Team Health
Emergency Room Coverage
Assistant Regional Medical Director, April 2011-Present

Centennial Medical Center
2300 Patterson Avenue
Nashville, Tennessee
Active Staff, August 1996-Present
Assistant Medical Director, November 2004- Sept. 2008
Medical Director, November 2008-Present

Centennial Medical Center-Ashland City
313 North Main Street
Ashland City, TN 37015
Emergency Dept. Medical Director, October 2005-Present

Stonecrest Medical Center
200 Stonecrest Boulevard
Smyrna, TN 37167
Active Staff, January 2006-Present

Em Care, Dallas, Texas
Emergency room coverage
Gadsden Regional Medical Center
Gadsden, Alabama
July 1993 through August, 1996

Emerg+A+Care, Jackson, Wyoming
Private practice Family Medicine
February 1992 through October 1994

St. John's Hospital, Jackson, Wyoming
Emergency Room coverage
February 1992 through June 1994

Teton Village Clinic, Teton Village, Wyoming
(Seasonal)
Jackson Hole Ski Area
December 1992 through March 1993

Grand Teton Medical Clinic, Moran, Wyoming
(Seasonal)
Jackson Lake Lodge

May 1992 through August 1992

Mark T. Byram, M.D.(Con't)

Steamboat Orthopedic Clinic
Steamboat Springs, Colorado
Assisting Dr. Scott Bowen
December 1987 through May 1988

Pathology Branch, National Heart, Lung
and Blood Institute
National Institute of Health
Bethesda, Maryland
Directed by William C. Roberts, M.D.
June through August 1982 and May through June 1983

Department of Plastic Surgery
Vanderbilt University School of Medicine
Nashville, Tennessee
Directed by John B. Lynch, M.D.
June through August 1981

MEDICAL PUBLICATIONS:

1. Byram, MT, Roberts WC. Frequency and extent of calcium deposits in purely regurgitant mitral valves: Analysis of 108 operatively excised valves. The American Journal of Cardiology 1983: 52:1059-1061

BOARD CERTIFICATION:

Emergency Medicine
American Board of Physician Specialties, April 2008 .

Family Medicine
American Board of Family Practice, July 1993, July 2002, July 2009

MEDICAL LICENSURE:

Tennessee, Alabama, Wyoming

HEALTH:

Excellent

B-Economic Feasibility-1E

Documentation of Construction Cost Estimate

William E. Hereford, III Principal
Thomas Dooley Senior Principal

HEREFORD·DOOLEY
ARCHITECTS

February 2, 2018

Tennessee Health Services and Development Agency
Andrew Jackson State Office Building, Suite 850
500 Deaderick Street
Nashville, Tennessee 37243

Re: TriStar Southern Hills Satellite Emergency Department at Antioch

Our firm has reviewed the cost estimates for the Freestanding Emergency Department at an off-site location for Southern Hills Medical Center in Antioch, TN (Davidson County) and certifies that the estimate of $5,850,000 (five million, eight hundred fifty thousand dollars) is correct. Based on historic data including a number of similar sized projects we've complete in the past few years, we concur that the estimate is well within the scope of work defined. The cost excludes A&E fees, medical equipment, interest and IT&S equipment.

The building is 10,800 SF in size with two 900 SF canopies.

This is a summary of the current building codes enforced for this project:

State of Tennessee Division of Health Care Facilities:

2012 International Building Code
2012 International Plumbing Code
2012 International Mechanical Code
2012 International Fuel & Gas Code
2012 NFPA 1, excluding NHPA 5000
2012 NFPA 101 Life Safety Code
2011 National Electric Code
1999 North Carolina Accessibility Code with 2004 Amendments
2010 Americans with Disabilities Act (ADA) with 2002 Amendments
2010 FGI Guidelines for Design and Construction of Health Care Facilities

Respectfully,

Trip Hereford, AIA
trip.hereford@hdarchitects.com
Principal

B-Economic Feasibility--2

Documentation of Funding/Financing Availability

TriStar Health

March 5, 2018

Melanie Hill, Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: TriStar Southern Hills Emergency Room at Antioch

Dear Mrs. Hill:

TriStar Southern Hills Medical Center is filing an application to establish a satellite freestanding Emergency Department in the area of Antioch, in southeastern Davidson County. The hospital is owned by HCA Health Services of Tennessee, Inc., which is affiliated with HCA Healthcare, Inc., through various subsidiaries (collectively "HCA"). The estimated total capital expenditure needed to implement this project is approximately $10,240,000.

As Chief Financial Officer of TriStar Health Systems, Inc, the HCA Division Office for Middle Tennessee, I am writing to confirm that HCA Healthcare, Inc. will ensure the availability of all required capital and funding for the project.

HCA is committed to develop and maintain the facility resources, equipment, and staffing to provide the appropriate emergency services, as described in the CON application, upon receiving required approvals.

Sincerely,

Eric Lawson, Chief Financial Officer
TriStar Health

B-Economic Feasibility-6A

Applicant's Financial Statements

HCA HOLDINGS, INC.
CONSOLIDATED INCOME STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014
(Dollars in millions, except per share amounts)

	2016	2015	2014
Revenues before the provision for doubtful accounts	$ 44,747	$ 43,591	$ 40,087
Provision for doubtful accounts	3,257	3,913	3,169
Revenues	41,490	39,678	36,918
Salaries and benefits	18,897	18,115	16,641
Supplies	6,933	6,638	6,262
Other operating expenses	7,508	7,103	6,755
Electronic health record incentive income	(12)	(47)	(125)
Equity in earnings of affiliates	(54)	(46)	(43)
Depreciation and amortization	1,966	1,904	1,820
Interest expense	1,707	1,665	1,743
Losses (gains) on sales of facilities	(23)	5	(29)
Losses on retirement of debt	4	135	335
Legal claim costs (benefits)	(246)	249	78
	36,680	35,721	33,437
Income before income taxes	4,810	3,957	3,481
Provision for income taxes	1,378	1,261	1,108
Net income	3,432	2,696	2,373
Net income attributable to noncontrolling interests	542	567	498
Net income attributable to HCA Holdings, Inc.	$ 2,890	$ 2,129	$ 1,875
Per share data:			
Basic earnings per share	$ 7.53	$ 5.14	$ 4.30
Diluted earnings per share	$ 7.30	$ 4.99	$ 4.16
Shares used in earnings per share calculations (in millions):			
Basic	383.591	414.193	435.668
Diluted	395.851	426.721	450.352

The accompanying notes are an integral part of the consolidated financial statements.

HCA HOLDINGS, INC.
CONSOLIDATED COMPREHENSIVE INCOME STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2016, 2015 AND 2014
(Dollars in millions)

	2016	2015	2014
Net income	$3,432	$2,696	$2,373
Other comprehensive income (loss) before taxes:			
Foreign currency translation	(224)	(63)	(74)
Unrealized gains (losses) on available-for-sale securities	(9)	1	9
Defined benefit plans	(35)	30	(158)
Pension costs included in salaries and benefits	18	32	21
	(17)	62	(137)
Change in fair value of derivative financial instruments	20	(36)	(36)
Interest costs included in interest expense	109	125	132
	129	89	96
Other comprehensive income (loss) before taxes	(121)	89	(106)
Income taxes (benefits) related to other comprehensive income items	(48)	31	(40)
Other comprehensive income (loss)	(73)	58	(66)
Comprehensive income	3,359	2,754	2,307
Comprehensive income attributable to noncontrolling interests	542	567	498
Comprehensive income attributable to HCA Holdings, Inc.	$2,817	$2,187	$1,809

The accompanying notes are an integral part of the consolidated financial statements.

HCA HOLDINGS, INC.
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2016 AND 2015
(Dollars in millions)

	2016	2015
ASSETS		
Current assets:		
Cash and cash equivalents	$ 646	$ 741
Accounts receivable, less allowance for doubtful accounts of $4,988 and $5,326	5,826	5,889
Inventories	1,503	1,439
Other	1,111	1,163
	9,086	9,232
Property and equipment, at cost:		
Land	1,611	1,524
Buildings	13,546	12,533
Equipment	20,580	19,335
Construction in progress	1,318	1,222
	37,055	34,614
Accumulated depreciation	(20,703)	(19,600)
	16,352	15,014
Investments of insurance subsidiaries	336	432
Investments in and advances to affiliates	206	178
Goodwill and other intangible assets	6,704	6,731
Other	1,074	1,157
	$ 33,758	$ 32,744
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable	$ 2,318	$ 2,170
Accrued salaries	1,265	1,233
Other accrued expenses	2,035	1,880
Long-term debt due within one year	216	233
	5,834	5,516
Long-term debt, less net debt issuance costs of $170 and $167	31,160	30,255
Professional liability risks	1,148	1,115
Income taxes and other liabilities	1,249	1,904
Stockholders' deficit:		
Common stock $0.01 par; authorized 1,800,000,000 shares; outstanding 370,535,900 shares — 2016 and 398,738,700 shares — 2015	4	4
Accumulated other comprehensive loss	(338)	(265)
Retained deficit	(6,968)	(7,338)
Stockholders' deficit attributable to HCA Holdings, Inc.	(7,302)	(7,599)
Noncontrolling interests	1,669	1,553
	(5,633)	(6,046)
	$ 33,758	$ 32,744

The accompanying notes are an integral part of the consolidated financial statements.

B-Orderly Development-4B

Joint Commission Survey Findings and Corrections

The Joint Commission

May 27, 2016

Thomas Ozburn
CEO
TriStar Southern Hills Medical Center
391 Wallace Road
Nashville, TN 37211

Joint Commission ID #: 7890
Program: Hospital Accreditation
Accreditation Activity: Unannounced Full Event
Accreditation Activity Completed: 05/27/2016

Dear Mr. Ozburn:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

With that goal in mind, your organization received Requirement(s) for Improvement during its recent survey. These requirements have been summarized in the Accreditation Report provided by the survey team that visited your organization.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Please visit Quality Check® on The Joint Commission web site for updated information related to your accreditation decision.

Sincerely,

Mark Pelletier

Mark G.Pelletier, RN, MS

Chief Operating Officer

Division of Accreditation and Certification Operations

The Joint Commission

TriStar Southern Hills Medical Center
391 Wallace Road
Nashville, TN 37211

Organization Identification Number: 7890

Unannounced Full Event: 5/24/2016 - 5/27/2016

Report Contents

Executive Summary

Requirements for Improvement

Observations noted within the Requirements for Improvement (RFI) section require follow up through the Evidence of Standards Compliance (ESC) process. The timeframe assigned for completion is due in either 45 or 60 days, depending upon whether the observation was noted within a direct or indirect impact standard. The identified timeframes of submission for each observation are found within the Requirements for Improvement Summary portion of the final onsite survey report. If a follow-up survey is required, the unannounced visit will focus on the requirements for improvement although other areas, if observed, could still become findings. The time frame for performing the unannounced follow-up visit is dependent on the scope and severity of the issues identified within the Requirements for Improvement.

Opportunities for Improvement

Observations noted within the Opportunities for Improvement (OFI) section of the report represent single instances of non-compliance noted under a C category Element of Performance. Although these observations do not require official follow up through the Evidence of Standards Compliance (ESC) process, they are included to provide your organization with a robust analysis of all instances of non-compliance noted during survey.

Plan for Improvement

The Plan for Improvement (PFI) items were extracted from your Statement of Conditions™ (SOC) and represent all open and accepted PFIs during this survey. The number of open and accepted PFIs does not impact your accreditation status, and is fully in sync with the self-assessment process of the SOC. The implementation of Interim Life Safety Measures (ILSM) must have been assessed for each PFI. The Projected Completion Date within each PFI replaces the need for an individual ESC (Evidence of Standards Compliance) so the corrective action must be achieved within six months of the Projected Completion Date. Future surveys will review the completed history of these PFIs.

Executive Summary

Program(s)	Survey Date(s)
Hospital Accreditation	05/24/2016-05/27/2016

As a result of the survey conducted on the above date(s), the following survey findings have been identified. Your official report will be posted to your organization's confidential extranet site. It will contain specific follow-up instructions regarding your survey findings.

If you have any questions, please do not hesitate to contact your Account Executive.

Thank you for collaborating with The Joint Commission to improve the safety and quality of care provided to patients.

Requirements for Improvement – Summary

Observations noted within the Requirements for Improvement (RFI) section require follow up through the Evidence of Standards Compliance (ESC) process. The timeframe assigned for completion is due in either 45 or 60 days, depending upon whether the observation was noted within a direct or indirect impact standard. The identified timeframes of submission for each observation are found within the Requirements for Improvement Summary portion of the final onsite survey report. If a follow-up survey is required, the unannounced visit will focus on the requirements for improvement although other areas, if observed, could still become findings. The time frame for performing the unannounced follow-up visit is dependent on the scope and severity of the issues identified within the Requirements for Improvement.

DIRECT Impact Standards:

Program:	Hospital Accreditation Program	
Standards:	EC.02.03.01	EP1
	EC.02.05.01	EP8,EP15
	EC.02.05.09	EP1,EP3
	IC.02.02.01	EP2,EP4
	PC.02.01.03	EP1,EP7
	PC.03.05.01	EP5
	PC.03.05.09	EP2
	PC.03.05.11	EP3

INDIRECT Impact Standards:

Program:	Hospital Accreditation Program	
Standards:	EC.02.03.05	EP3,EP13
	EC.02.06.01	EP1
	IC.02.01.01	EP1
	LS.02.01.10	EP4,EP9
	LS.02.01.34	EP4
	MS.08.01.03	EP2
	PC.02.02.03	EP22
	PC.03.05.03	EP2
	PC.03.05.05	EP1
	RC.01.01.01	EP19

CoP: §482.13 **Tag:** A-0115 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.13 Condition of Participation: Patient's Rights

A hospital must protect and promote each patient's rights.

CoP Standard	Tag	Corresponds to	Deficiency
§482.13(e)(5)	A-0168	HAP - PC.03.05.05/EP1	Standard
§482.13(e)(9)	A-0174	HAP - PC.03.05.01/EP5	Standard
§482.13(e)(11)	A-0176	HAP - PC.03.05.09/EP2	Standard
§482.13(e)(4)(i)	A-0166	HAP - PC.03.05.03/EP2	Standard
§482.13(e)(12)(ii)(D)	A-0179	HAP - PC.03.05.11/EP3	Standard

CoP: §482.24 **Tag:** A-0431 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.24 Condition of Participation: Medical Record Services

The hospital must have a medical record service that has administrative responsibility for medical records. A medical record must be maintained for every individual evaluated or treated in the hospital.

CoP Standard	Tag	Corresponds to	Deficiency
§482.24(c)(1)	A-0450	HAP - RC.01.01.01/EP19	Standard
§482.24(c)(2)	A-0450	HAP - RC.01.01.01/EP19	Standard

CoP: §482.26 **Tag:** A-0528 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.26 Condition of Participation: Radiologic Services

The hospital must maintain, or have available, diagnostic radiologic services. If therapeutic services are also provided, they, as well as the diagnostic services, must meet professionally approved standards for safety and personnel qualifications.

CoP Standard	Tag	Corresponds to	Deficiency
§482.26(b)(4)	A-0539	HAP - PC.02.01.03/EP1	Standard

CoP: §482.28 **Tag:** A-0618 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.28 Condition of Participation: Food and Dietetic Services

The hospital must have organized dietary services that are directed and staffed by adequate qualified personnel. However, a hospital that has a contract with an outside food management company may be found to meet this Condition of Participation if the company has a dietician who serves the hospital on a full-time, part-time, or consultant basis, and if the company maintains at least the minimum standards specified in this section and provides for constant liaison with the hospital medical staff for recommendations on dietetic policies affecting patient treatment.

CoP Standard	Tag	Corresponds to	Deficiency
§482.28(b)(3)	A-0631	HAP - PC.02.02.03/EP22	Standard

CoP: §482.41 **Tag:** A-0700 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.41 Condition of Participation: Physical Environment

The hospital must be constructed, arranged, and maintained to ensure the safety of the patient, and to provide facilities for diagnosis and treatment and for special hospital services appropriate to the needs of the community.

CoP Standard	Tag	Corresponds to	Deficiency
§482.41(a)	A-0701	HAP - EC.02.05.01/EP8, EC.02.06.01/EP1	Standard
§482.41(b)	A-0709	HAP - EC.02.03.01/EP1	Standard
§482.41(c)(2)	A-0724	HAP - EC.02.03.05/EP3, EP13, EC.02.05.09/EP1, EP3	Standard
§482.41(b)(1)(i)	A-0710	HAP - LS.02.01.10/EP4, EP9, LS.02.01.34/EP4	Standard

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CoP: §482.42 **Tag:** A-0747 **Deficiency:** Standard

Corresponds to: HAP - IC.02.01.01/EP1, EC.02.05.01/EP15

Text: §482.42 Condition of Participation: Infection Control

The hospital must provide a sanitary environment to avoid sources and transmission of infections and communicable diseases. There must be an active program for the prevention, control, and investigation of infections and communicable diseases.

CoP: §482.51 **Tag:** A-0940 **Deficiency:** Standard

Corresponds to: HAP - IC.02.02.01/EP2, EP4

Text: §482.51 Condition of Participation: Surgical Services

If the hospital provides surgical services, the services must be well organized and provided in accordance with acceptable standards of practice. If outpatient surgical services are offered the services must be consistent in quality with inpatient care in accordance with the complexity of services offered.

The Joint Commission
Summary of CMS Findings

CoP: §482.22 **Tag:** A-0338 **Deficiency:** Standard

Corresponds to: HAP

Text: §482.22 Condition of Participation: Medical staff

The hospital must have an organized medical staff that operates under bylaws approved by the governing body, and which is responsible for the quality of medical care provided to patients by the hospital.

CoP Standard	Tag	Corresponds to	Deficiency
§482.22(a)(1)	A-0340	HAP - MS.08.01.03/EP2	Standard

Requirements for Improvement – Detail

Chapter: Environment of Care
Program: Hospital Accreditation
Standard: EC.02.03.01
Standard Text: The hospital manages fire risks.

Element(s) of Performance:

1. The hospital minimizes the potential for harm from fire, smoke, and other products of combustion.

Scoring Category : C
Score : Partial Compliance

Observation(s):

EP 1
§482.41(b) - (A-0709) - §482.41(b) Standard: Life Safety from Fire

The hospital must ensure that the life safety from fire requirements are met.
This Standard is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The "E" sized oxygen compressed gas cylinder "FULL" storage rack in the 5th floor oxygen storage room was not separated a minimum of 5 feet from combustible supply storage as required by NFPA 99-1999, 8-3.1.11.2. The oxygen storage rack was located less than 3 feet from a clean linen storage rack.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The "E" sized oxygen compressed gas cylinder "FULL" storage rack in the 1st floor ER clean storage room was not separated a minimum of 5 feet from combustible supply storage as required by NFPA 99-1999, 8-3.1.11.2. The oxygen storage rack was located less than 1 foot from clean supply storage shelves.

Chapter: Environment of Care
Program: Hospital Accreditation
Standard: EC.02.03.05
Standard Text: The hospital maintains fire safety equipment and fire safety building features. Note: This standard does not require hospitals to have the types of fire safety equipment and building features described below. However, if these types of equipment or features exist within the building, then the following maintenance, testing, and inspection requirements apply.

Element(s) of Performance:

3. Every 12 months, the hospital tests duct detectors, electromechanical releasing devices, heat detectors, manual fire alarm boxes, and smoke detectors. The completion date of the tests is documented.
Note: For additional guidance on performing tests, see NFPA 72, 1999 edition (Table 7-3.2).

Scoring Category : C
Score : Insufficient Compliance

13. Every 6 months, the hospital inspects any automatic fire-extinguishing systems in a kitchen. The completion dates of the inspections are documented.
Note 1: Discharge of the fire-extinguishing systems is not required.
Note 2: For additional guidance on performing inspections, see NFPA 96, 1998 edition.

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 3
§482.41(c)(2) - (A-0724) - (2) Facilities, supplies, and equipment must be maintained to ensure an acceptable level of safety and quality.
This Standard is NOT MET as evidenced by:
Observed in Document Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The annual fire alarm inspection and test report dated May 2015 indicated that five (5) smoke detectors were not tested; therefore, all smoke detectors were not tested in 2015.

Observed in Document Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The annual fire alarm inspection and test report dated May 2015 indicated that six (6) duct detectors were not tested; therefore, all duct detectors were not tested in 2015.

Observed in Document Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The annual fire alarm inspection and test report dated May 2015 indicated that three (3) pull stations were not tested; therefore, all pull stations were not tested in 2015.

Observed in Document Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The annual fire alarm inspection and test report dated May 2015 indicated that one (1) heat detector was not tested; therefore, all heat detectors were not tested in 2015.

EP 13
§482.41(c)(2) - (A-0724) - (2) Facilities, supplies, and equipment must be maintained to ensure an acceptable level of safety and quality.
This Standard is NOT MET as evidenced by:
Observed in Document Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The hospital inspected the two fire suppression systems in the kitchen - one in the main kitchen and one in the serving line - once in 2015 (June '15). These systems were not inspected again until February 2016, which exceeded the semiannual testing interval of 6 months plus or minus 20 days.

Chapter:	Environment of Care
Program:	Hospital Accreditation
Standard:	EC.02.05.01
Standard Text:	The hospital manages risks associated with its utility systems.

Element(s) of Performance:

8. The hospital labels utility system controls to facilitate partial or complete emergency shutdowns.

Scoring Category : A
Score : Insufficient Compliance

15. In areas designed to control airborne contaminants (such as biological agents, gases, fumes, dust), the ventilation system provides appropriate pressure relationships, air-exchange rates, and filtration efficiencies. (See also EC.02.06.01, EP 13)
Note: Areas designed for control of airborne contaminants include spaces such as operating rooms, special procedure rooms, delivery rooms for patients diagnosed with or suspected of having airborne communicable diseases (for example, pulmonary or laryngeal tuberculosis), patients in 'protective environment' rooms (for example, those receiving bone marrow transplants), laboratories, pharmacies, and sterile supply rooms. For further information, see Guidelines for Design and Construction of Health Care Facilities, 2010 edition, administered by the Facility Guidelines Institute and published by the American Society for Healthcare Engineering (ASHE).

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 8
§482.41(a) - (A-0701) - §482.41(a) Standard: Buildings

The condition of the physical plant and the overall hospital environment must be developed and maintained in such a manner that the safety and well-being of patients are assured.
This Standard is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 3 of 5 medical gas and vacuum source equipment checks, the source shutoff valve was not labeled. The source shutoff valve for the medical air compressor system and the nitrous oxide and nitrogen compressed gas manifold systems were not labeled as required by NFPA 99-1999, 4-3.1.2.3 (a).

EP 15
§482.42 - (A-0747) - §482.42 Condition of Participation: Condition of Participation: Infection Control
This Condition is NOT MET as evidenced by:
Observed in Building Tour at Tri Star Endoscopy Center (360 Wallace Road, Nashville, TN) site for the Hospital deemed service.
It was observed in the Endoscopy Center decontamination room, with all doors and the pass-through closed the scope decontamination room air pressure was positive in relation to the adjacent hallway, and also to the adjacent clean endoscope processing room. This condition was corrected on site and verified by the surveyor before the completion of the survey.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 2 of 10 pressure differential checks, the appropriate pressure relationship was not observed. The central sterile decontamination room on the 1st floor was observed to have a positive pressure relationship with respect to the common corridor as determined by a tissue flutter test at the door to this room. OR #4 was observed to have a strong negative pressure relationship with respect to the OR corridor as determined by a tissue flutter test at the door to this room. There was not a surgical case at the time of the observation. The hospital was able to correct these deficiencies during the survey and the correct pressure differentials for these rooms were verified.

Chapter:	Environment of Care
Program:	Hospital Accreditation
Standard:	EC.02.05.09
Standard Text:	The hospital inspects, tests, and maintains medical gas and vacuum systems. Note: This standard does not require hospitals to have the medical gas and vacuum systems discussed below. However, if a hospital has these types of systems, then the following inspection, testing, and maintenance requirements apply.

Element(s) of Performance:

1. In time frames defined by the hospital, the hospital inspects, tests, and maintains critical components of piped medical gas systems, including master signal panels, area alarms, automatic pressure switches, shutoff valves, flexible connectors, and outlets. These activities are documented. (See also EC.02.05.01, EP 3)

Scoring Category : A
Score : Insufficient Compliance

3. The hospital makes main supply valves and area shutoff valves for piped medical gas and vacuum systems accessible and clearly identifies what the valves control.

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 1
§482.41(c)(2) - (A-0724) - (2) Facilities, supplies, and equipment must be maintained to ensure an acceptable level of safety and quality.
This Standard is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 1 of 14 medical gas and vacuum area alarm panel checks, the alarm display was not functional. The medical vacuum alarm for the Cysto OR was not functional as indicated by a blank monitoring display.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 2 of 14 medical gas and vacuum area alarm panel checks, the alarm panels were not labeled, or labeled correctly, to indicate the room(s) served as required by NFPA 99-1999, 4-3.1.2.2 (a) 3. A medical gas and vacuum area alarm panel for oxygen, medical air, and vacuum in the corridor by OR #3 was not labeled. A medical gas and vacuum area alarm panel at an ER nurse station was labeled "Q1-N4"; however, the actual rooms monitored were Fast Track (FT) 1-4.

EP 3
§482.41(c)(2) - (A-0724) - (2) Facilities, supplies, and equipment must be maintained to ensure an acceptable level of safety and quality.
This Standard is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 1 of 14 medical gas and vacuum zone shutoff valve checks, the valves were not correctly labeled to indicate the room(s) or area(s) controlled. The medical gas and vacuum zone shutoff valves located at the 4th floor nurse station were labeled to control rooms "401-412"; however, rooms 401, 402, and 403 were on separate zone shutoff valves, so these zone valves actually controlled rooms 404-412.

Chapter:	Environment of Care
Program:	Hospital Accreditation
Standard:	EC.02.06.01
Standard Text:	The hospital establishes and maintains a safe, functional environment. Note: The environment is constructed, arranged, and maintained to foster patient safety, provide facilities for diagnosis and treatment, and provide for special services appropriate to the needs of the community.

Element(s) of Performance:

1. Interior spaces meet the needs of the patient population and are safe and suitable to the care, treatment, and services provided.

Scoring Category : C
Score : Partial Compliance

Observation(s):

EP 1
§482.41(a) - (A-0701) - §482.41(a) Standard: Buildings

The condition of the physical plant and the overall hospital environment must be developed and maintained in such a manner that the safety and well-being of patients are assured.
This Standard is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
An oxygen "E" cylinder storage rack labeled as "Full" in the 5th floor oxygen storage room contained a partially full cylinder (1,200 psi) commingled with the full cylinders.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
An oxygen "E" cylinder storage rack labeled as "Full" in the 4th floor oxygen storage room contained a partially full cylinder (1,200 psi) commingled with the full cylinders.

Chapter:	Infection Prevention and Control
Program:	Hospital Accreditation
Standard:	IC.02.01.01
Standard Text:	The hospital implements its infection prevention and control plan.

Element(s) of Performance:

1. The hospital implements its infection prevention and control activities, including surveillance, to minimize, reduce, or eliminate the risk of infection.

Scoring Category : C
Score : Partial Compliance

Observation(s):

EP 1
§482.42 - (A-0747) - §482.42 Condition of Participation: Condition of Participation: Infection Control
This Condition is NOT MET as evidenced by:
Observed in Building Tour at Tri Star Endoscopy Center (360 Wallace Road, Nashville, TN) site for the Hospital deemed service.
It was observed in the TriStar Endoscopy Center that the Center staff were using wedge shaped foam pads to position patients for procedures. The manufacturer's plastic wrap on the foam wedge stated that it was for single patient use only. Staff had left the foam wedge in the manufacturer's plastic wrap and would clean the wrap between patients. The plastic wrap had a paper label adherent to the outside of the wrap that could not be cleaned with the wipes.

Observed in Tracer Activities at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
A dietary employee was observed passing patient nutrition trays on the 2nd floor medical unit. The individual had on the same gloves from room to room, and was using alcohol gel to clean those gloves. This practice was not consistent with the organization's policy for glove use.

Chapter:	Infection Prevention and Control
Program:	Hospital Accreditation
Standard:	IC.02.02.01
Standard Text:	The hospital reduces the risk of infections associated with medical equipment, devices, and supplies.

Element(s) of Performance:

2. The hospital implements infection prevention and control activities when doing the following: Performing intermediate and high-level disinfection and sterilization of medical equipment, devices, and supplies. * (See also EC.02.04.03, EP 4)
Note: Sterilization is used for items such as implants and surgical instruments. High-level disinfection may also be used if sterilization is not possible, as is the case with flexible endoscopes.
Footnote *: For further information regarding performing intermediate and high-level disinfection of medical equipment, devices, and supplies, refer to the website of the Centers for Disease Control and Prevention (CDC) at http://www.cdc.gov/hicpac/Disinfection_Sterilization/acknowledg.html (Sterilization and Disinfection in Healthcare Settings).

Scoring Category : A
Score : Insufficient Compliance

4. The hospital implements infection prevention and control activities when doing the following: Storing medical equipment, devices, and supplies.

Scoring Category : C
Score : Partial Compliance

Observation(s):

EP 2
§482.51 - (A-0940) - §482.51 Condition of Participation: Condition of Participation: Surgical Services
This Condition is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
It was observed in the operating room, upon inspection of dirty instruments being returned from the OR to SPD, though the instruments were cleaned of gross soilage and sprayed at the point of use to keep them moist during transport, several of the instruments were in the closed position and therefore prevented the Pre Klenz spray from reaching some areas of the instruments. This was inconsistent with AAMI guidelines for precleaning of dirty instruments.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
It was observed in the sterile processing department that the HCO did not have a process in place for regular interval verification testing of the ultrasonic instrument cleaner. This was not compliant with AAMI guidelines for weekly verification testing of all mechanical cleaners.

Observed in Tracer Activities at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The process for cleaning CPAP masks used in the Sleep Lab was reviewed with staff in this department. It was learned that the masks are being used for a 3 month period with reprocessing in CSP between each patient use. The manufacturer's instructions for use for the "ResMed" masks was reviewed and requires that each mask is discarded after 20 reprocessing cycles. The current practice was not consistent with the manufacturer's instructions, and it could not be determined how many times each mask had been used and then cleaned. The leader of this department discarded all masks in use as soon as this was identified, and initiated a process for counting the number of cycles for each mask going forward.

EP 4
§482.51 - (A-0940) - §482.51 Condition of Participation: Condition of Participation: Surgical Services
This Condition is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
It was observed in the operating room upon inspection of a crash cart airway box, the box contained roll for storing laryngoscope blades that were placed in pockets of the roll with other items in the roll. This did not protect the laryngoscope blades from recontamination.

Observed in Individual Tracer at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
It was observed in the sterile processing department storage area that there was stacking of some heavy wrapped sets. It was verified with the SPD staff that the department follows AAMI guidelines.

Chapter:	Life Safety
Program:	Hospital Accreditation
Standard:	LS.02.01.10
Standard Text:	Building and fire protection features are designed and maintained to minimize the effects of fire, smoke, and heat.

Element(s) of Performance:

4. Openings in 2-hour fire-rated walls are fire rated for 1 1/2 hours. (See also LS.02.01.20, EP 3; LS.02.01.30, EP 1) (For full text and any exceptions, refer to NFPA 101-2000: 8.2.3.2.3.1)

Scoring Category : A
Score : Insufficient Compliance

9. The space around pipes, conduits, bus ducts, cables, wires, air ducts, or pneumatic tubes that penetrate fire-rated walls and floors are protected with an approved fire-rated material.
Note: Polyurethane expanding foam is not an accepted fire-rated material for this purpose. (For full text and any exceptions, refer to NFPA 101-2000: 8.2.3.2.4.2)

Scoring Category : C
Score : Insufficient Compliance

Observation(s):

EP 4
§482.41(b)(1)(i) - (A-0710) - (I) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101®2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.
This Standard is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 2 of 11 fire rated door assembly checks, screw holes were observed in the fire rated door frame. Five (5) screw holes were observed in each of the 90-minute fire rated door frames at the 5 East and West stairwell doors from hardware that had been removed, which voids the 90-minute fire protection rating.

EP 9
§482.41(b)(1)(i) - (A-0710) - (I) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101®2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.
This Standard is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 2 of 3 fire rated floor assembly checks, penetrations were not sealed. A 3-inch and 4-inch open cable sleeve that penetrated the 2-hour fire rated floor assembly in the 5th floor electrical room, and a 2-inch open cable sleeve that penetrated the 2-hour fire rated floor assembly in the 3rd floor electrical room #23, were not sealed with an approved fire stop system.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 1 of 4 fire rated wall checks, penetrations were not sealed. Water pipes that penetrated the 2-hour fire rated wall through a 12-inch square hole above the ceiling at the 4th floor mechanical room and vertical chase were not sealed with an approved fire stop system.

Chapter: Life Safety
Program: Hospital Accreditation

Standard: LS.02.01.34

Standard Text: The hospital provides and maintains fire alarm systems.

Element(s) of Performance:

4. The hospital meets all other Life Safety Code fire alarm requirements related to NFPA 101-2000: 18/19.3.4.

Scoring Category : C
Score : Insufficient Compliance

Observation(s):

EP 4
§482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101®2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.

Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes.
This Standard is NOT MET as evidenced by:
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The smoke detector in the 5th floor electrical room by the Neuro ICU was located too far below the ceiling/roof deck (approx. 6 feet) for proper operation and coverage in accordance with NFPA 72-1999, 2-3.4.3.1, which requires spot-type smoke detectors to be located on the ceiling.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The smoke detector in the 2nd floor electrical room #19 was located too far below the ceiling/roof deck (approx. 3 feet) for proper operation and coverage in accordance with NFPA 72-1999, 2-3.4.3.1, which requires spot-type smoke detectors to be located on the ceiling.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
Two (2) heat detectors in the 4th floor elevator equipment room were located too far below the ceiling/roof deck (approx. 3 feet) for proper operation and coverage in accordance with NFPA 72-1999, 2-2.2.1, which requires spot-type heat detectors to be located on the ceiling. These heat detectors activate the elevator shunt trip breaker in the event of a fire; their current location would result in a significant shunt trip activation delay.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
Two (2) heat detectors in the other 4th floor elevator equipment room were located too far below the ceiling/roof deck (approx. 3 feet) for proper operation and coverage in accordance with NFPA 72-1999, 2-2.2.1, which requires spot-type heat detectors to be located on the ceiling. These heat detectors activate the elevator shunt trip breaker in the event of a fire; their current location would result in a significant shunt trip activation delay.

Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The smoke detector in the 4th floor elevator equipment room was located at the bottom of a 20-inch deep beam and not on the ceiling in each ceiling pocket as required by NFPA 72-1999, 2-3.4.6.1. This smoke detector activates the elevator recall function in the event of a fire in the elevator equipment room; however, the current location of the smoke detector could result in a delay in elevator recall.

Chapter: Medical Staff

Program:	Hospital Accreditation
Standard:	MS.08.01.03
Standard Text:	Ongoing professional practice evaluation information is factored into the decision to maintain existing privilege(s), to revise existing privilege(s), or to revoke an existing privilege prior to or at the time of renewal.

Element(s) of Performance:

2. The process for the ongoing professional practice evaluation includes the following: The type of data to be collected is determined by individual departments and approved by the organized medical staff.

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 2
§482.22(a)(1) - (A-0340) - (1) The medical staff must periodically conduct appraisals of its members.
This Standard is NOT MET as evidenced by:
Observed in Credentialing and Privileging at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
It was determined during the Medical Staff, Credentialing and Privileging system tracer that for ongoing professional practice evaluations the medical staff did not have a process where the type of data to be collected was determined by individual departments and approved by the organized medical staff.

Chapter:	Provision of Care, Treatment, and Services
Program:	Hospital Accreditation
Standard:	PC.02.01.03
Standard Text:	The hospital provides care, treatment, and services as ordered or prescribed, and in accordance with law and regulation.

Element(s) of Performance:

1. For hospitals that use Joint Commission accreditation for deemed status purposes: Prior to providing care, treatment, and services, the hospital obtains or renews orders (verbal or written) from a licensed independent practitioner or other practitioner in accordance with professional standards of practice; law and regulation; hospital policies; and medical staff bylaws, rules, and regulations. *
Note: Outpatient services may be ordered by a practitioner not appointed to the medical staff as long as he or she meets the following:
- Responsible for the care of the patient
- Licensed to practice in the state where he or she provides care to the patient or in accordance with Veterans Administration and Department of Defense licensure requirements
- Acting within his or her scope of practice under state law
- Authorized in accordance with state law and policies adopted by the medical staff and approved by the governing body to order the applicable outpatient services
Footnote *: For law and regulation guidance pertaining to those responsible for the care of the patient, refer to 42 CFR 482.12(c).

Scoring Category : A
Score : Insufficient Compliance

7. For hospitals that use Joint Commission accreditation for deemed status purposes: The hospital provides care, treatment, and services using the most recent patient order(s).

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 1
§482.26(b)(4) - (A-0539) - (4) Radiologic services must be provided only on the order of practitioners with clinical privileges or, consistent with State law, of other practitioners authorized by the medical staff and the governing body to order the services.
This Standard is NOT MET as evidenced by:
Observed in Individual Tracer at TriStar Medical Plaza Brentwood (6716 Nolensville Road, Brentwood, TN) site for the Hospital deemed service.
It was observed at the Brentwood Imaging Center, for a patient who underwent a CT scan under the specifications of a protocol, the protocol was not located on the patients record, nor was the protocol available in the PACS system to be associated with the specific patient and study.

EP 7
Observed in Individual Tracer at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site. It was observed in the PACU, for a patient recovering from a cardiac catheterization procedure under moderate sedation, the PACU and discharge orders were specifically related to hemostasis and care of the catheter insertion site. The PACU staff also provide patient care for recovery from sedation based on policy and the perceived needs of the patient. There were no orders to initiate any protocol or to follow a policy to guide the care of the patient, nor were there orders specific to the recovery from sedation on the patient's record.

Observed in Individual Tracer at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site. The physician's order for continuous IV sedation with propofol for a patient in the CCU stated to titrate the drip to a Richmond Agitation Sedation Scale (RASS) of -1. During the 24 hour period that the patient was on the drip, there were four assessments of sedation documented in the patient's record. The RASS was at -4, -5, -5, and -3. The physician's order had not been adhered to in this instance.

Observed in Record Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site. During the review of a closed medical record for a patient on continuous IV sedation, the assessments of the patient's level of sedation was documented at a RASS of -2 and -3. The physician's order was to maintain a RASS of -1.

Observed in Record Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site. Titration of a Precedex drip for continuous IV sedation was reviewed in a patient's medical record. The physician's order was to titrate by 0.1 mcg/kg/min every 30 minutes to a RASS of -1. On three occasions, the drip was documented as being titrated by 0.2 mcg/kg/min. The physician's order was not followed for this patient.

Chapter:	Provision of Care, Treatment, and Services
Program:	Hospital Accreditation
Standard:	PC.02.02.03
Standard Text:	The hospital makes food and nutrition products available to its patients.

Element(s) of Performance:

22. For hospitals that use Joint Commission accreditation for deemed status purposes: A current therapeutic diet manual approved by the dietitian and medical staff is available to all medical, nursing, and food service staff.

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 22
§482.28(b)(3) - (A-0631) - (3) A current therapeutic diet manual approved by the dietitian and medical staff must be readily available to all medical, nursing, and food service personnel.
This Standard is NOT MET as evidenced by:
Observed in Document Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The organization was not able to provide evidence that the current therapeutic diet manual, the "Nutrition Care Manual", had gone through a process for dietary and medical staff approval.

Chapter: Provision of Care, Treatment, and Services

Program: Hospital Accreditation

Standard: PC.03.05.01

Standard Text: For hospitals that use Joint Commission accreditation for deemed status purposes: The hospital uses restraint or seclusion only when it can be clinically justified or when warranted by patient behavior that threatens the physical safety of the patient, staff, or others.

Element(s) of Performance:

5. For hospitals that use Joint Commission accreditation for deemed status purposes: The hospital discontinues restraint or seclusion at the earliest possible time, regardless of the scheduled expiration of the order.

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 5
§482.13(e)(9) - (A-0174) - (9) Restraint or seclusion must be discontinued at the earliest possible time, regardless of the length of time identified in the order.
This Standard is NOT MET as evidenced by:
Observed in Record Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
The documentation of the monitoring of a patient in restraints was reviewed in a closed medical record. The patient was in restraints from 22:30 on 3/7 until 17:15 on 3/8. The patient's activity was documented as "sleeping" throughout this 18 hour time-frame. Additionally, the patient was on continuous IV sedation with a sedation level documented as a -2 to -3 on the Richmond Agitation Sedation Scale, or lightly to moderately sedated. Documentation within the record did not support the need to continue restraints.

Chapter: Provision of Care, Treatment, and Services

Program: Hospital Accreditation

Standard: PC.03.05.03

Standard Text: For hospitals that use Joint Commission accreditation for deemed status purposes: The hospital uses restraint or seclusion safely.

Element(s) of Performance:

2. For hospitals that use Joint Commission accreditation for deemed status purposes: The use of restraint and seclusion is in accordance with a written modification to the patient's plan of care.

Scoring Category : C
Score : Insufficient Compliance

Observation(s):

EP 2
§482.13(e)(4)(i) - (A-0166) - (I) In accordance with a written modification to the patient's plan of care.
This Standard is NOT MET as evidenced by:
Observed in Record Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 4 of 4 closed records reviewed for patients who had been in restraints, no written modification to the patient's plan of care was found in the record.

Chapter: Provision of Care, Treatment, and Services

Program: Hospital Accreditation

Standard: PC.03.05.05

Standard Text: For hospitals that use Joint Commission accreditation for deemed status purposes: The hospital initiates restraint or seclusion based on an individual order.

Element(s) of Performance:

1. For hospitals that use Joint Commission accreditation for deemed status purposes: A physician, clinical psychologist, or other authorized licensed independent practitioner primarily responsible for the patient's ongoing care orders the use of restraint or seclusion in accordance with hospital policy and law and regulation.
Note: The definition of 'physician' is the same as that used by the Centers for Medicare & Medicaid Services (CMS) (refer to the Glossary).

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 1
§482.13(e)(5) - (A-0168) - (5) The use of restraint or seclusion must be in accordance with the order of a physician or other licensed independent practitioner who is responsible for the care of the patient as specified under §481.12 (c) and authorized to order restraint or seclusion by hospital policy in accordance with State law.
This Standard is NOT MET as evidenced by:
Observed in Record Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 3 of 4 closed medical records reviewed for patients who had been in restraints, the order did not include criteria for release as required by the organization's policy # 2163282 titled, "Patient Restraints/Seclusion". The policy states, "the order must include behavior-based criteria for release." There is a checkbox on the order form to provide this information, but this section had been left blank in 3 of the 4 records reviewed.

Chapter: Provision of Care, Treatment, and Services

Program: Hospital Accreditation

Standard: PC.03.05.09

Standard Text: For hospitals that use Joint Commission accreditation for deemed status purposes: The hospital has written policies and procedures that guide the use of restraint or seclusion.

Element(s) of Performance:

2. For hospitals that use Joint Commission accreditation for deemed status purposes: Physicians, clinical psychologists, and other licensed independent practitioners authorized to order restraint or seclusion (through hospital policy in accordance with law and regulation) have a working knowledge of the hospital policy regarding the use of restraint and seclusion.
Note: The definition of 'physician' is the same as that used by the Centers for Medicare & Medicaid Services (CMS) (refer to the Glossary).

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 2
§482.13(e)(11) - (A-0176) - (11) Physician and other licensed independent practitioner training requirements must be specified in hospital policy. At a minimum, physicians and other licensed independent practitioners authorized to order restraint or seclusion by hospital policy in accordance with State law must have a working knowledge of hospital policy regarding the use of restraint or seclusion.
This Standard is NOT MET as evidenced by:
Observed in Document Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 2 of 3 training records for physicians who had ordered restraints, there was no evidence of training for the organization's restraint and seclusion policy requirements.

Chapter:	Provision of Care, Treatment, and Services
Program:	Hospital Accreditation
Standard:	PC.03.05.11
Standard Text:	For hospitals that use Joint Commission accreditation for deemed status purposes: The hospital evaluates and reevaluates the patient who is restrained or secluded.

Element(s) of Performance:

3. For hospitals that use Joint Commission accreditation for deemed status purposes: The in-person evaluation, conducted within one hour of the initiation of restraint or seclusion for the management of violent or self-destructive behavior that jeopardizes the physical safety of the patient, staff, or others, includes the following:
- An evaluation of the patient's immediate situation
- The patient's reaction to the intervention
- The patient's medical and behavioral condition
- The need to continue or terminate the restraint or seclusion

Scoring Category : A
Score : Insufficient Compliance

Observation(s):

EP 3
§482.13(e)(12)(ii)(D) - (A-0179) - (D)The need to continue or terminate the restraint or seclusion.
This Standard is NOT MET as evidenced by:
Observed in Record Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 2 of 2 closed records reviewed for patient who had been in restraints for violent behavior, there was no documentation of a face to face evaluation as required by the organization's policy titled Patient Restraint/Seclusion, # 2473636.

Chapter: Record of Care, Treatment, and Services

Program: Hospital Accreditation

Standard: RC.01.01.01

Standard Text: The hospital maintains complete and accurate medical records for each individual patient.

Element(s) of Performance:

19. For hospitals that use Joint Commission accreditation for deemed status purposes: All entries in the medical record, including all orders, are timed.

Scoring Category : C
Score : Insufficient Compliance

Observation(s):

EP 19
§482.24(c)(2) - (A-0450) - (2) All orders, including verbal orders, must be dated, timed, and authenticated promptly by the ordering practitioner or by another practitioner who is responsible for the care of the patient only if such a practitioner is acting in accordance with State law, including scope-of-practice laws, hospital policies, and medical staff bylaws, rules, and regulations.
This Standard is NOT MET as evidenced by:
§482.24(c)(1) - (A-0450) - (1) All patient medical record entries must be legible, complete, dated, timed, and authenticated in written or electronic form by the person responsible for providing or evaluating the service provided, consistent with hospital policies and procedures.
This Standard is NOT MET as evidenced by:
Observed in Individual Tracer at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
It was observed in the Cardiac Catheterization Lab, on review of the patient's medical record the history and physical examination dated 5/17/16 was not timed.

Observed in Individual Tracer at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
It was observed in the Cardiac Catheterization Lab, on review of the patient's medical record the post procedure note was not timed.

Observed in Record Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
In 4 of 4 closed records reviewed for the evaluation of restraint documentation, the RN assessment of the patient (which is on the same page as the order) was not dated or timed. Of note, the form lacks a prompt for entry of the date and time of the RN's signature.

Observed in Record Review at TriStar Southern Hills Medical Center (391 Wallace Road, Nashville, TN) site for the Hospital deemed service.
A post-anesthesia evaluation reviewed in the medical record of a patient was not timed.

Opportunities for Improvement – Summary

Observations noted within the Opportunities for Improvement (OFI) section of the report represent single instances of non-compliance noted under a C category Element of Performance. Although these observations do not require official follow up through the Evidence of Standards Compliance (ESC) process, they are included to provide your organization with a robust analysis of all instances of non-compliance noted during survey.

Program:	Hospital Accreditation Program	
Standards:	EC.02.01.01	EP5
	EC.02.03.05	EP4
	IC.02.01.01	EP6
	LS.02.01.10	EP5
	LS.02.01.30	EP2,EP11,EP18
	LS.02.01.35	EP4,EP5,EP6,EP14
	NPSG.01.01.01	EP1
	PC.01.02.03	EP5
	RC.02.03.07	EP4

The Joint Commission
Findings

Opportunities for Improvement – Detail

Chapter:	Environment of Care
Program:	Hospital Accreditation
Standard:	EC.02.01.01
Standard Text:	The hospital manages safety and security risks.

Element(s) of Performance:

5. The hospital maintains all grounds and equipment.

Scoring Category : C
Score : Satisfactory Compliance

Observation(s):

EP5
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site. The chain-link fence around the bulk oxygen facility was open to an adjacent parking lot and driveway. Safety bollards were not provided to protect against accidental or intentional vehicle collisions.

Chapter:	Environment of Care
Program:	Hospital Accreditation
Standard:	EC.02.03.05
Standard Text:	The hospital maintains fire safety equipment and fire safety building features. Note: This standard does not require hospitals to have the types of fire safety equipment and building features described below. However, if these types of equipment or features exist within the building, then the following maintenance, testing, and inspection requirements apply.

Element(s) of Performance:

4. Every 12 months, the hospital tests visual and audible fire alarms, including speakers. The completion date of the tests is documented.
Note: For additional guidance on performing tests, see NFPA 72, 1999 edition (Table 7-3.2).

Scoring Category : C
Score : Satisfactory Compliance

Observation(s):

EP4
Observed in Document Review at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site. The annual fire alarm inspection and test report dated May 2015 indicated that three (3) speaker/strobes and one (1) strobe were not tested; therefore, all fire alarm notification appliances were not tested in 2015.

Chapter:	Infection Prevention and Control
Program:	Hospital Accreditation
Standard:	IC.02.01.01
Standard Text:	The hospital implements its infection prevention and control plan.

Element(s) of Performance:

6. The hospital minimizes the risk of infection when storing and disposing of infectious waste. (See also EC.02.02.01, EPs 1 and 12)

Scoring Category : C
Score : Satisfactory Compliance

Observation(s):

EP6
Observed in Tracer Activities at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site. Two Jackson-Pratt drains that had been removed from a patient's surgical site were observed in the clean sink within the patient's room.

Chapter:	Life Safety
Program:	Hospital Accreditation
Standard:	LS.02.01.10
Standard Text:	Building and fire protection features are designed and maintained to minimize the effects of fire, smoke, and heat.

The Joint Commission
Findings

Element(s) of Performance:

5. Doors required to be fire rated have functioning hardware, including positive latching devices and self-closing or automatic-closing devices. Gaps between meeting edges of door pairs are no more than 1/8 inch wide, and undercuts are no larger than 3/4 inch. (See also LS.02.01.30, EP 2; LS.02.01.34, EP 2) (For full text and any exceptions, refer to NFPA 101-2000: 8.2.3.2.3.1, 8.2.3.2.1 and NFPA 80-1999: 2-4.4.3, 2-3.1.7, and 1 -11.4)

Scoring Category : C
Score : Satisfactory Compliance

Observation(s):

EP5
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site. In 1of 11 fire rated door checks, the door was not self-closing. The 90-minute fire rated door to the 4th floor mechanical room and vertical utility chase was not self-closing due to high air movement.

Chapter:	Life Safety
Program:	Hospital Accreditation
Standard:	LS.02.01.30
Standard Text:	The hospital provides and maintains building features to protect individuals from the hazards of fire and smoke.

Element(s) of Performance:

11. Corridor doors are fitted with positive latching hardware, are arranged to restrict the movement of smoke, and are hinged so that they swing. The gap between meeting edges of door pairs is no wider than 1/8 inch, and undercuts are no larger than 1 inch. Roller latches are not acceptable.
Note: For existing doors, it is acceptable to use a device that keeps the door closed when a force of 5 foot-pounds are applied to the edge of the door.
(For full text and any exceptions, refer to NFPA 101-2000: 18/19.3.6.3.2, 18/19.3.6.3.1, and 7.2.1.4.1)

Scoring Category : C
Score : Satisfactory Compliance

18. Smoke barriers extend from the floor slab to the floor or roof slab above, through any concealed spaces (such as those above suspended ceilings and interstitial spaces), and extend continuously from exterior wall to exterior wall. All penetrations are properly sealed. (For full text and any exceptions, refer to NFPA 101-2000: 18/19.3.7.3)

Scoring Category : C
Score : Satisfactory Compliance

2. All hazardous areas are protected by walls and doors in accordance with NFPA 101-2000: 18/19.3.2.1. (See also LS.02.01.10, EP 5; LS.02.01.20, EP 18) Hazardous areas include, but are not limited, to the following:
Boiler/fuel-fired heater rooms
- Existing boiler/fuel-fired heater rooms have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the rooms have 1-hour fire-rated walls and 3/4-hour fire-rated doors.
- New boiler/fuel-fired heater rooms have sprinkler systems and have 1-hour fire-rated walls and 3/4-hour fire-rated doors.
Central/bulk laundries larger than 100 square feet
- Existing central/bulk laundries larger than 100 square feet have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the laundries have 1-hour fire-rated walls and 3/4-hour fire-rated doors.
- New central/bulk laundries larger than 100 square feet have sprinkler systems and have 1-hour fire-rated walls and 3/4-hour fire-rated doors.
Flammable liquid storage rooms (See NFPA 30-1996:4-4.2.1 and 4-4.4.2)
- Existing flammable liquid storage rooms have 2-hour fire-rated walls with 1 1/2-hour fire-rated doors.
- New flammable liquid storage rooms have sprinkler systems and have 2-hour fire-rated walls with 1 1/2-hour fire-rated doors.
Laboratories (See NFPA 45-1996 to determine if a laboratory is a 'severe hazard' area)
- Existing laboratories that are not severe hazard areas have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the laboratories have walls fire rated for 1 hour with 3/4-hour fire-rated doors.
- New laboratories that are not severe hazard areas have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices.
- Existing laboratories that are severe hazard areas (See NFPA 99-1999: 10-3.1.1) have 2-hour fire-rated walls with 1 1/2-hour fire-rated doors. When there is a sprinkler system, the walls are fire rated for 1 hour with 3/4-hour fire-rated doors.
- New laboratories that are severe hazard areas (See NFPA 99-1999: 10-3.1.1) have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.
- Existing flammable gas storage rooms in laboratories have 2-hour fire-rated walls with 1 1/2-hour fire-rated doors. (See NFPA 99-1999: 10-10.2.2)
- New flammable gas storage rooms in laboratories have sprinkler systems and have 2-hour fire-rated

walls with 1 1/2-hour fire-rated doors. (See NFPA 99 -1999: 10-10.2.2)
Maintenance repair shops
- Existing maintenance repair shops have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the shops have 1-hour fire-rated walls with at least 3/4-hour fire-rated doors.
- New maintenance repair shops have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.
Piped oxygen tank supply rooms (See NFPA 99-1999: 4-3.1.1.2)
- Existing piped oxygen tank supply rooms have 1-hour fire-rated walls with 3/4-hour fire-rated doors.
- New piped oxygen tank supply rooms have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.
Paint shops that are not severe hazard areas
- Existing paint shops that are not severe hazard areas have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the shops have 1-hour fire-rated walls with 3/4-hour fire-rated doors.
- New paint shops that are not severe hazard areas have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.
Soiled linen rooms
- Existing soiled linen rooms have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the rooms have 1-hour fire-rated walls with 3/4-hour fire-rated doors.
- New soiled linen rooms have sprinkler systems and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.
Storage rooms
- Existing storage rooms for combustible materials larger than 50 square feet have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the rooms have 1-hour fire-rated walls with 3/4-hour fire -rated doors.
- New storage rooms for combustible materials 50 to 100 square feet are sprinklered, resist the passage of smoke, and have doors with self-closing or automatic-closing devices.
- New storage rooms for combustible materials larger than 100 square feet are sprinklered and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.
Trash collection rooms
- Existing trash collection rooms have sprinkler systems, resist the passage of smoke, and have doors with self-closing or automatic-closing devices; or the rooms have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

- New trash collection rooms are sprinklered and have 1-hour fire-rated walls with 3/4-hour fire-rated doors.

Scoring Category : C
Score : Satisfactory Compliance

Observation(s):

EP11
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site. In 1of 6 patient room checks, the corridor door did not latch. The corridor door to patient room 401 did not latch due to a door alignment issue.
EP18
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site. In 1of 9 smoke barrier wall checks, holes were not sealed. A 2-inch and a 3-inch rectangular cut-out in the smoke barrier wall above the ceiling in patient room 226 were not sealed.
EP2
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site. A 160 square foot Pre-Op holding area (2 Bays) was used for storage of combustible materials and supplies in racks. This storage was open to the Pre-Op patient care area and thus was not smoke resistive.

Chapter:	Life Safety
Program:	Hospital Accreditation
Standard:	LS.02.01.35
Standard Text:	The hospital provides and maintains systems for extinguishing fires.

Element(s) of Performance:

14. The hospital meets all other Life Safety Code automatic extinguishing requirements related to NFPA 101-2000: 18/19.3.5.

Scoring Category : C
Score : Satisfactory Compliance

4. Piping for approved automatic sprinkler systems is not used to support any other item. (For full text and any exceptions, refer to NFPA 25-1998: 2-2.2)

Scoring Category : C
Score : Satisfactory Compliance

5. Sprinkler heads are not damaged and are free from corrosion, foreign materials, and paint. (For full text and any exceptions, refer to NFPA 25-1998: 2-2.1.1)

Scoring Category : C
Score : Satisfactory Compliance

6. There are 18 inches or more of open space maintained below the sprinkler deflector to the top of storage.
Note: Perimeter wall and stack shelving may extend up to the ceiling when not located directly below a sprinkler head. (For full text and any exceptions, refer to NFPA 13-1999: 5-8.5.2.1)

Scoring Category : C
Score : Satisfactory Compliance

Observation(s):

EP14
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site.
The 3rd floor equipment storage room had two pendant fire sprinkler heads within 4 feet of each other. NFPA 13-1999, 5-6.3.4 requires a minimum separation distance of 6 feet between sprinklers.
EP4
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site.
The fire sprinkler pipe in the 4th floor mechanical room was used to support a 3/4-inch flexible electrical conduit. This conduit was zip-tied to the sprinkler pipe in 5 locations.
EP5
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site.
A painted fire sprinkler head was observed in patient room 517.
EP6
Observed in Building Tour at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site.
An obstructed fire sprinkler was observed in the 4th floor staff lounge where a wall mounted television was located directly below a sprinkler with less than 18-inches clearance below the deflector (11-inches clear).

Chapter: National Patient Safety Goals
Program: Hospital Accreditation
Standard: NPSG.01.01.01
Standard Text: Use at least two patient identifiers when providing care, treatment, and services.

Element(s) of Performance:

1. Use at least two patient identifiers when administering medications, blood, or blood components; when collecting blood samples and other specimens for clinical testing; and when providing treatments or procedures. The patient's room number or physical location is not used as an identifier. (See also MM.05.01.09, EPs 8 and 11; NPSG.01.03.01, EP 1)

Scoring Category : C
Score : Satisfactory Compliance

Observation(s):

EP1
Observed in Tracer Activities at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site.
A dietary employee was observed patient passing nutrition trays and was interviewed about the process for ensuring the tray is delivered to the correct patient. This employee was using one identifier, the patient's name only, in the verification process.

Chapter: Provision of Care, Treatment, and Services
Program: Hospital Accreditation

The Joint Commission
Findings

Standard: PC.01.02.03

Standard Text: The hospital assesses and reassesses the patient and his or her condition according to defined time frames.

Element(s) of Performance:

5. For a medical history and physical examination that was completed within 30 days prior to registration or inpatient admission, an update documenting any changes in the patient's condition is completed within 24 hours after registration or inpatient admission, but prior to surgery or a procedure requiring anesthesia services. (See also MS.03.01.01, EP 8; RC.02.01.03, EP 3)

Scoring Category : C
Score : Satisfactory Compliance

Observation(s):

EP5
Observed in Individual Tracer at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site. It was observed in the Cardiac Catheterization Lab, on review of the patient's medical record the H&P update did not contain all required elements, specifically the note mentioned that the patient was "re-assessed" but failed to specifically document that the history and physical were reviewed or that the patient had been re-examined.

Chapter: Record of Care, Treatment, and Services

Program: Hospital Accreditation

Standard: RC.02.03.07

Standard Text: Qualified staff receive and record verbal orders.

Element(s) of Performance:

4. Verbal orders are authenticated within the time frame specified by law and regulation.

Scoring Category : C
Score : Satisfactory Compliance

Observation(s):

EP4
Observed in Record Review at TriStar Southern Hills Medical Center (391 Wallace Road,Nashville,TN) site. A verbal order for restraints was reviewed in a closed medical record. The order taken on March 7th had not been co-signed by the physician. The date of the record review was May 25th.

The Joint Commission

Plan for Improvement - Summary

The Plan for Improvement (PFI) items were extracted from your Statement of Conditions™ (SOC) and represent all open and accepted PFIs during this survey. The number of open and accepted PFIs does not impact your accreditation status, and is fully in sync with the self-assessment process of the SOC. The implementation of Interim Life Safety Measures (ILSM) must have been assessed for each PFI. The Projected Completion Date within each PFI replaces the need for an individual ESC (Evidence of Standards Compliance) so the corrective action must be achieved within six months of the Projected Completion Date. Future surveys will review the completed history of these PFIs.

Number of PFIs: 0

A full description of your organization's locked PFIs can be found within the Statement of Conditions on your organization's Joint Commission Connect Extranet and will be included in the final report which will be posted to your organization's extranet site.

Proof of Publication

Dated: February 28, 2018.

0002784571

NOTIFICATION OF INTENT
TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. Sections 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that TriStar Southern Hills Medical Center (a hospital), owned and managed by HCA Health Services of Tennessee, Inc., intends to file an application for a Certificate of Need to establish a satellite emergency department facility. TriStar Southern Hills Medical Center is located at 391 Wallace Road, Nashville, Tennessee 37211. The proposed satellite emergency department facility will be located at an unaddressed site west of I-24 Exit 60, on the east side of Cane Ridge Parkway at its intersection with Century Farms Parkway, in Antioch, Tennessee 37013. The project cost for CON purposes is estimated at $13,883,982.

The proposed satellite facility will have eleven (11) treatment rooms. It will provide emergency diagnostic and treatment services, and will include CT, X-ray, Ultrasound, and appropriate Laboratory services. It will not initiate or discontinue any other health service, or affect any facility's licensed bed complement. The facility will be operated under TriStar Southern Hills Medical Center's acute care hospital license, granted by the Tennessee Board for Licensing Health Care Facilities.

The anticipated date of filing the application is on or before March 15, 2018. The contact person for the project is John Wellborn, who may be reached at Development Support Group, 4219 Hillsboro Road, Suite 210, Nashville, TN 37215; (615) 665-2022.

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Tennessee Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

Pursuant to TCA Sec. 68-11-1607(c)(1): (A) any health care institution wishing to oppose a Certificate of Need application must file a written objection with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled, and (B) any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

of-the-pack major." Lunardi said on ESPN.com Thursday night. "Middle, no big wins outside of conference, but in

round of CUSA tourney. Gonna be a long wait til Sunday at 6 pm."

Support Letters

Elected Officials &

Community Leaders

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

One Public Square, Suite 204
Nashville, Tennessee 37201
Office: (615) 862-6780
Email: jacobia.dowell@nashville.gov

2609 Welshcrest Drive
Antioch, Tennessee 37013
Home: (615) 731-3177
Cell: (615) 498-7094

JACOBIA DOWELL
Councilwoman, District 32

March 07, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

As a councilmember in District 32, I support the proposed TriStar Southern Hills emergency department in Antioch. Antioch is growing quickly, and this community needs convenient access to 24/7 emergency care. The freestanding emergency department would provide the same level of care that patients have trusted for years at TriStar Southern Hills—only closer to their homes.

My constituents in District 32 would benefit greatly from this addition to our community and I fully support the project. TriStar Southern Hills Medical Center's $13 million investment into our neighborhood will make a significant impact on access to emergency care, and it will have a positive impact on local businesses.

Please consider the approval of the TriStar Southern Hills Medical Center certificate of need application for the freestanding emergency department in Antioch.

Sincerely,

Jacobia Dowell

Jacobia Dowell
Councilwoman, District 32

METROPOLITAN COUNCIL

Member of Council

FABIAN BEDNE

Metro Council 31st District

Historic Metro Courthouse • One Public Square, Suite 204 • Nashville, TN 37219

Telephone 615-829-6226

March 13, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

As a councilmember in District 31, I support the proposed TriStar Southern Hills freestanding emergency department in Antioch. The proposed TriStar Southern Hills freestanding emergency department would provide 11 beds and serve the Antioch community 24/7, 365 days a year. My constituents deserve to have access to an emergency department that is close to where they live without the barrier of having to travel downtown and encounter heavy traffic. The proposed freestanding emergency department would make this possible and would give patients access to high-quality healthcare from a trusted hospital.

I fully support this project and would like to request that the Health Services and Development Agency grant approval of the proposed freestanding emergency department.

Respectfully,

Fabian Bedne
Member of Council, District 31

DAVID BRILEY
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

WILLIAM SWANN
DIRECTOR-CHIEF

NASHVILLE FIRE DEPARTMENT
P.O. BOX 196332
NASHVILLE, TN 37219-6332
(615) 862-5421

March 13, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I am writing to express my support of the TriStar Southern Hills freestanding emergency department in Antioch. As Commander of EMS Operations for Nashville Fire, I believe the emergency department will give convenient, fast access to emergency care for south Nashville residents. The emergency department will increase bed capacity within the market and provide better access for EMS crews and community members.

The south Nashville community would benefit greatly from the addition of an FSED. Please consider granting full approval of the proposed freestanding emergency department for TriStar Southern Hills.

Respectfully,

Robert McAlister

Robert McAlister
EMS Operations Commander
Nashville Fire Department
615-862-5359

March 12, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I currently serve as the Secretary and Treasurer of Crossings Nashville Action Partnership (CNAP), a local civic community organization working to bring together businesses, schools, first responders and neighborhood leaders in the Southeast Nashville (Antioch) area. I have served on the CNAP board the past six years, 4 of them as Board President.

I am pleased to support the proposed TriStar Southern Hills emergency department in the Antioch, Southeast Nashville community. TriStar Southern Hills' investment into our neighborhood will not only provide critical emergency services for the community, but it will have a positive impact on local businesses. I have lived in Antioch for 17 years, and have watched as we attracted a diverse population and became the fastest growing area of Davidson County. Having an emergency department close to home would provide me and others in the area with peace of mind knowing that we can access high-quality emergency care if it is needed. This is something we desperately need with the high population growth we have experienced.

Please consider the approval of the TriStar Southern Hills Medical Center emergency department certificate of need application.

Sincerely yours,

Alma F. Sanford

Alma F. Sanford, J.D.
Secretary-Treasurer

TriStar Southern Hills Medical Center

Board of Trustees Chairman & Medical Staff

TRISTAR MEDICAL GROUP

George L. Holmes, III, M.D.
Robert G. Bishop, Jr., M.D.
Matthew L. Brust, M.D.
Steven P. Johnson, M.D.
Christopher D. Holloway, M.D.
Keren Holmes, M.D.
Daniel Hartman, D.O.
Meredith Schweitzer, D.O.
J. Matthew Ducey, M.D.
Kathryn Fordham, FNP-BC
Jonathan Lee, FNP-BC
Gabriela Lee, FNP-BC
Cecilia Porcher, FNP-BC
Kara Lankford, PA-C

March 13, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37242

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I am excited to be writing my endorsement of the Certificate of Need for the TriStar Southern Hills E.R. in Antioch. I was raised in the south Nashville area that is served by Southern Hills Hospital. As Chairman of the Board of Trustees at Southern Hills Hospital and an active staff Family Physician for the past 37 years, I have witnessed the growth of southern Davidson County. I have had the pleasure of recruiting and mentoring many family physicians for our area. The diverse population and growth of our area has both increased our Emergency Room Census and created a need for ER beds in the South Nashville area. Our community will continue to have population growth and the need for an 11 Bed ER in Antioch area is now. Our families and the citizens need accessible and quality emergency services where they live and work. I am passionate about caring for the families and patients that need these additional services in our area.

Respectfully,

George L Holmes, III, MD

Family Practice Associates of Southern Hills
397 Wallace Road
Bldg C-100
Nashville, TN 37211
615.834.6166
Fax: 615.781.9755

Brentwood East Family Medicine
6716 Nolensville Pike
Suite 210
Brentwood, TN 37027
615.941.7501
Fax: 615.941.7502

Family Practice at Cane Ridge
3534 Murfreesboro Pike
Suite 104
Antioch, TN 37013
615.641.6767
Fax: 615.641.6768

Family Practice at The Crossings
5380 Hickory Hollow Parkway
Suite 100
Antioch, TN 37013
615.731.8390
Fax: 615.731.8391

March 9, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I am writing to express my support for the proposed TriStar Southern Hills freestanding emergency department in Antioch. As the Medical Director of the emergency department at TriStar Southern Hills Medical Center, my patients need additional access to emergent care. In emergent scenarios such as stroke, heart attack, or respiratory distress, minutes matter. Our patients deserve to have easy access, less travel time, and high-quality care when necessary. The proposed freestanding emergency department will make this possible for our patients within the Antioch community.

In conclusion, I fully support the proposed freestanding emergency department in Antioch, and ask that that the Health Services and Development Agency grant full approval.

Sincerely,

Mark Byram, M.D.

March 11, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill,

As a TriStar Southern Hills physician and Medical Executive Committee member, I am writing to express my full support of the proposed 11-bed freestanding emergency department in Antioch, TN at the Century Farms development off of I-24. I am pleased that TriStar Southern Hills is making a $13 million investment in the south Nashville community to add access to emergency care where it is needed most and close to home and work.

Patients in the Antioch community deserve convenient access to 24/7 emergency care provided by a trusted healthcare provider. Patients will receive the same level of care as a hospital-based emergency department. The freestanding ER will be an extension of TriStar Southern Hills which has been serving the south Nashville community for more than 35 years and is accredited Chest Pain Center ad Primary Stroke Center and will be staffed by existing providers who are board certified and experienced ER providers.

I fully support this project, and hope the Health Services and Development Agency will grant approval of the proposed freestanding emergency department.

Sincerely,

Sareda Nur, MD
Chief of Staff & Medical Director of Southern Hills Hospitalists
TriStar Southern Hills Medical Center
391 Wallace Road
Nashville, TN 37211

March 7, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center
Freestanding Emergency Department

Dear Ms. Hill:

As a physician in south Nashville, I am writing to express my support for the TriStar Southern Hills freestanding emergency department in Antioch. My medical office is situated in Antioch and I believe the patients of this community would greatly benefit from an emergency department that is close to home and that provides the same level of care as a hospital ED. Having worked in Nashville for 16 years, 5 of which have been in Antioch, I have a great respect for the quality of care provided by the TriStar Southern Hills and the healthcare services they provide.

Nashville remains a rapidly growing city with increasingly congested roadways. Our patients need peace of mind knowing that they can access expedient care when they have an emergent healthcare need without the hassle of traveling downtown and fighting through traffic. This emergency department will give my patients access to high-quality care that is close to home.

The approval of the proposed freestanding emergency department is important to my patients and the south Nashville community. Please consider granting full approval of the proposed freestanding emergency department.

Respectfully,

Christopher D. Holloway MD

TRI STAR MEDICAL GROUP

George L. Holmes, III, M.D.
Robert G. Bishop, Jr., M.D.
Matthew L. Brust, M.D.
Steven P. Johnson, M.D.
Jeffrey Greene, M.D.
Christopher D. Holloway, M.D.
Daniel Hartman, D.O.
Keren Holmes, M.D.
Meredith Schweitzer, D.O.
Kathryn Fordham, FNP-BC
Jonathan Lee, FNP-C
Kelly Odum, FNP-C
Lori Weber, FNP-C
Jacqueline Rendeczky, FNP-C

March 13, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Medical Center Freestanding Emergency Department

Dear Ms. Hill:

As a physician in south Nashville, I am writing to express my support for the Tristar Southern Hills freestanding emergency department in Antioch. My patients in this community could greatly benefit from an emergency department that is close to home and provides the same level of care as a hospital ED. I have been a physician in the community for 5 years, and I trust TriStar Southern Hills and the healthcare services they provide.

Our patients need peace of mind knowing that they can access expedient care when they have an emergent healthcare need without the hassle of traveling downtown and fighting through traffic. This emergency department will give my patients access to high-quality care that is close to home.

The approval of the proposed freestanding emergency department is important to my patients and the south Nashville community. Please consider granting full approval of the proposed freestanding emergency department.

Sincerely,

MSchweitzer

Meredith Schweitzer, D.O.

TriStar Southern Hills
397 Wallace Road
Bldg C-100
Nashville, TN 37211
615.834.6166

Cane Ridge
3534 Murfreesboro Pike
Suite 104
Antioch, TN 37013
615.641.6767

Brentwood East
6716 Nolensville Pike
Suite 100
Brentwood, TN 37027
615.941.7501

Lenox Village
6900 Lenox Village Drive
Suite 8
Nashville, TN 37211
615.469.7556

Community Business Leaders

FREELAND
MANAGEMENT

March 12, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

As the owner of Freeland Chevrolet, Freeland Chrysler Dodge Jeep RAM and several real estate holdings in Antioch, I support the proposed TriStar Southern Hills emergency department in the Antioch community. Antioch is one of the fastest-growing communities in Nashville, and having close access to emergency care is vital to the well-being of our employees and residents. It is very reassuring to know that my employees and customers will have access to emergent care in the event it is needed.

TriStar Southern Hills' investment into our neighborhood will not only provide critical emergency services for the community, but it will have a positive impact on local businesses. An emergency department that is open 24/7, 365 days a year will give access to higher levels of care within the south Nashville community.

Please consider the approval of the TriStar Southern Hills Medical Center emergency department certificate of need application.

Sincerely,

Ben Freeland
Owner

5333 Hickory Hollow Parkway, Antioch, TN 37013

Caliente Consulting

March 8, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I am writing in support of the proposed TriStar Southern Hills emergency department in Antioch off of I-24 in the Century Farms development. As a TriStar Southern Hills board member, I am proud that the hospital is making this investment in the south Nashville community to better serve our patients. This 11-bed emergency department will enable TriStar Southern Hills to continue to fulfill its mission within its community.

The proposed freestanding emergency department would give patients access to convenient, high-quality emergency services when they need it most. I fully support this project and would like to request that the Health Services and Development Agency grant approval of the proposed freestanding emergency department.

I also want to add that TriStar Southern Hills diverse marketing efforts have reflected the demographic shift taking place in south Nashville. With the population growth of the Hispanic and immigrant community in Middle Tennessee, being culturally relevant to the health care needs and outreach is very important. As a leader in the Hispanic community, my support for TriStar Southern Hills is reflective of their inclusive initiatives.

Thank you for your consideration.

Respectfully,

Cristina O. Allen

Cristina O. Allen
615.337.0624
Cristinaoallen615@gmail.com

Parks at Kimbro Station
5333 Hickory Hollow Parkway
Antioch, TN 37013

March 09, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

As the executive director of Parks at Kimbro Station in Antioch, I support the proposed TriStar Southern Hills emergency department in the Antioch community. Antioch is one of the fastest-growing communities in Nashville, and having close access to emergency care is vital to the well-being of our employees and residents and park visitors. The forthcoming regional park, with over 600 acres of recreation and outdoor space, will attract many people to the area, from the region and beyond. It is reassuring to know that the patrons of the park will have access to emergent care in the event it is needed.

TriStar Southern Hills' investment into our neighborhood will not only provide critical emergency services for the community, but it will have a positive impact on local businesses. An emergency department that is open 24/7, 365 days a year will give access to higher levels of care within the south Nashville community.

I appreciate your consideration for the approval of the TriStar Southern Hills Medical Center emergency department certificate of need application.

Sincerely,

Darrell Hawks
Executive Director

CAVALRY
LOGISTICS

March 08, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

As the President of Cavalry Logistics in Antioch, I support the proposed TriStar Southern Hills emergency department in the Antioch community. Antioch is one of the fastest-growing communities in Nashville, and having close access to emergency care is vital to the well-being of our employees and residents. It is very reassuring to know that our employees will have access to emergent care in the event it is needed.

As the Antioch community continues to grow, TriStar Southern Hills' investment into our neighborhood will not only provide critical emergency services for the community, but it will have a positive impact on local businesses. An emergency department that is open 24/7, 365 days a year will give access to higher levels of care within the south Nashville community.

Please consider the approval of the TriStar Southern Hills Medical Center emergency department certificate of need application.

Sincerely,

Robert F. King

Bob King, President of Cavalry Logistics

Jani-King of Nashville
3343 Perimeter Hill Drive
Nashville, TN 37211
(615) 445-7979
Fax: (615) 445-7646

The Official Cleaning Company of PGA

March 07, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

As the owner of Jani-King of Nashville in Antioch, I support the proposed TriStar Southern Hills emergency department in the Antioch community. Antioch is one of the fastest-growing communities in Nashville, and having close access to emergency care is vital to the well-being of our employees and residents. It is very reassuring to know that Jani-King of Nashville will have access to emergent care in the event it is needed.

TriStar Southern Hills' investment into our neighborhood will not only provide critical emergency services for the community, but it will have a positive impact on local businesses. An emergency department that is open 24/7, 365 days a year will give access to higher levels of care within the south Nashville community.

Please consider the approval of the TriStar Southern Hills Medical Center emergency department certificate of need application.

Sincerely,

Victor Berrios | President & CEO
Jani-King of Nashville
615-445-7979
vberrios@janikingnash.com

Educational Institutions

Nashville State
Community College

March 12, 2018

Ms. Melanie M. Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Freestanding Emergency Department

Dear Ms. Hill:

As the Interim President of Nashville State Community College, I am pleased that TriStar Southern Hills would like to add an emergency department in Antioch, TN. We have over 1,800 students, faculty and staff at our Southeast Campus, located in Antioch. It is reassuring to know that our students, faculty and staff will have convenient access to an emergency department close to our campus. In addition, Nashville State has been a longstanding partner with TriStar Southern Hills with our Surgical Tech and Sterile Processing clinical rotations. The opening of an emergency department in Southern Hills would augment the educational and workforce opportunities available to our students and the surrounding community.

We strongly support the approval of the proposed TriStar Southern Hills emergency department in Antioch.

Sincerely,

Kim McCormick

Dr. Kim McCormick
Interim President
Nashville State Community College

OFFICE OF THE PRESIDENT

March 12, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

As the President of Ezell-Harding Christian School in Antioch, I support the proposed TriStar Southern Hills emergency department in the Antioch community. Ezell-Harding has been a pillar in this community for 44 years and Antioch is one of the fastest-growing communities in Nashville. Having close access to emergency care is vital to the well-being of our students and families.

We are excited about the possibility of this facility in our area. TriStar Southern Hills' investment into our neighborhood will not only provide critical emergency services for the community, but it will have a positive impact on local businesses. An emergency department that is open 24/7, 365 days a year will give access to higher levels of care within the south Nashville community.

Please consider the approval of the TriStar Southern Hills Medical Center emergency department certificate of need application. Please contact me with any questions.

Sincerely,

W. Lindsey Judd, Ed.D.
President

Religious Institutions

Lakeshore
Christian Church

March 12, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

As lead pastor at Lakeshore Christian Church, I am writing in support of the proposed TriStar Southern Hills emergency department in Antioch. Our church members and this community deserve access to high-quality emergency care provided by a trusted hospital. When emergency care is needed, it will be comforting to know that an emergency department will be easy to access with less drive time.

The approval of the proposed freestanding emergency department is important to the Antioch community. Please consider granting full approval of the proposed freestanding emergency department.

Sincerely,

Randy Cordell

Randy Cordell, Lead Pastor

Lakeshore Christian Church

randyc@lakeshorechristian.com

Office Of The

General Overseer Of CHURCH OPERATIONS

Elder Lawrence A. Washington
2261 Murfreesboro Pike
Nashville, Tennessee 37217

WWW.MTZIONNASHVILLE.ORG

March 08, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I am writing in support of the proposed TriStar Southern Hills emergency department in Antioch. As an elder at Mt. Zion Baptist Church in Antioch, I am pleased that TriStar Southern Hills is proposing to bring an emergency department to the community for our church members, residents, and local businesses. Our community needs access to emergency care where and when it is needed most, and we deserve high-quality emergency care with less travel time and traffic.

Please approve the proposed freestanding emergency department in Antioch.

Sincerely,

Elder Lawrence A. Washington

Phone: (615) 254-7296 lwashington@mtzionnashville.org Fax: (615) 299-1038

Jefferson Street *Old Hickory* *Antioch*

ONE CHURCH / THREE PHYSICAL LOCATIONS / & MTZIONANYWHERE.ORG

Bishop Joseph W. Walker III
Senior Pastor

Lake Providence
Missionary Baptist Church • H. Bruce Maxwell, Pastor

"Except the Lord build the house, they labour in vain that build it."
–Psalm 127 :1

March 8, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I am writing in support of the proposed TriStar Southern Hills emergency department in Antioch off of I-24 in the Century Farms development. As a TriStar Southern Hills board member, I am proud that the hospital is making this investment in the south Nashville community to better serve our patients. This 11-bed emergency department will enable TriStar Southern Hills to continue to fulfill its mission within its community.

The proposed freestanding emergency department would give patients access to convenient, high-quality emergency services when they need it most. I fully support this project and would like to request that the Health Services and Development Agency grant approval of the proposed freestanding emergency department.

Thank you for your consideration.

Respectfully,

H. Bruce Maxwell
Board Member

615-833-5539 • 615-833-7601 Fax
5891 Nolensville Road • Nashville, TN 37211 • www.lpmbc.org

Antioch Patient Letters

March 8, 2018

Ms. Melanie M. Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Freestanding Emergency Department

Dear Ms. Hill:

I have lived in Antioch for 4 years and have trusted TriStar Southern Hills Medical Center with my healthcare needs. I live by the lake and a trip to any Emergency Department can take up to 20-40 minutes travel time. In the case of emergent healthcare needs, it would be nice to have an Emergency Department within minutes of my home. Southern Hills is a wonderful facility and I see many doctors there. Dr. Schweitzer is amazing and I love her to death and trust her with every issue that may come up.

I am pleased that TriStar Southern Hills would like to add an emergency department in Antioch. I trust TriStar Southern Hills and it's comforting to know that the proposed emergency department would be a department of the TriStar Southern Hills Medical Center campus.

Our community in south Nashville needs access to better emergency care. The emergency department in Antioch could potentially save lives by providing better access, shorter drive times, and high-quality care that is currently being delivered on the TriStar Southern Hills main campus. It is reassuring to know that my family will have access to an emergency department close where we live.

Please approve the proposed TriStar Southern Hills emergency department in Antioch.

Sincerely,

Robert Carver

March 8, 2018

Ms. Melanie M. Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Freestanding Emergency Department

Dear Ms. Hill:

I have lived in Antioch for 3 years and have trusted TriStar Southern Hills Medical Center with my healthcare needs. Recently, Dr. Holloway sent my wife to Southern Hills for an issue. Having this emergency department within a few minutes of my house would save time in case we had to go again. Yes we have doctors'offices and urgent clinics but they can only do so much.

I am pleased that TriStar Southern Hills would like to add an emergency department in Antioch. I trust TriStar Southern Hills and it's comforting to know that the proposed emergency department would be a department of the TriStar Southern Hills Medical Center campus.

Our community in south Nashville needs access to better emergency care. The emergency department in Antioch could potentially save lives by providing better access, shorter drive times, and high-quality care that is currently being delivered on the TriStar Southern Hills main campus. It is reassuring to know that my family will have access to an emergency department close where we live.

Please approve the proposed TriStar Southern Hills emergency department in Antioch.

Sincerely,

Norbert Luster

March 08, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I am writing in support of the proposed TriStar Southern Hills freestanding emergency department in Antioch off of I-24.

My family has received excellent care from Dr. Schweitzer, who is affiliated with TriStar Southern Hills Medical Center. Most recently, my wife, neighbor and I have had to go to either Summit, Southern Hills or StoneCrest. My wife had to make several trips over the past 9 months for kidney stones to StoneCrest that were 30 minute trips each. My neighbor was picked up via ambulance and on the way went into a coma and I threw my back out and had so much pain it was affecting my heart. Had we had the Emergency Department in Antioch it could have provided faster care to us and especially my neighbor. If that ED was there they could have possibly determined the issue before the coma, relieved my back pain sooner and saved us a lot of time for my wife.

South Nashville is growing very quickly, and we need an emergency department that is convenient. My family and the rest of the community in Antioch deserve to have emergency care that is much more convenient to access than what is currently available. This emergency department could be life-saving and I fully support this project.

Please support the proposed emergency department in Antioch.

Sincerely,

David Kopp

March 12, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I am writing in support of the proposed TriStar Southern Hills freestanding emergency department in Antioch off of I-24.

My family has received excellent care from Dr. Schwietzer, who is affiliated with TriStar Southern Hills Medical Center. Most recently, I had a kidney stone, and when I first had the attack I was in quite a lot of pain. Due to traffic it took half an hour for us to reach the closest ER. Having an ER closer to home would have made a world of difference in the situation.

South Nashville is growing very quickly, and we need an emergency department that is convenient. My family and the rest of the community in Antioch deserve to have emergency care that is much more convenient to access than what is currently available. This emergency department could be life-saving and I fully support this project.

Please support the proposed emergency department in Antioch.

Sincerely,

C. Shawn Conger
Cane Ridge High School
English I, English IH, Critical Thinking
Freshman Team White—Team Lead
615.687.4000 ext. 182156

March 8, 2018

Ms. Melanie M. Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Freestanding Emergency Department

Dear Ms. Hill:

I have lived in Antioch for 8 years and have trusted TriStar Southern Hills Medical Center with my healthcare needs. Recently, I have been to the emergency department several times. One is definitely needed in this area. Antioch has grown so much within the past year and will only continue to grow more over the years. We already need more EDs for the amount of people we have.

I am pleased that TriStar Southern Hills would like to add an emergency department in Antioch. I trust TriStar Southern Hills and it's comforting to know that the proposed emergency department would be a department of the TriStar Southern Hills Medical Center campus.

Our community in south Nashville needs access to better emergency care. The emergency department in Antioch could potentially save lives by providing better access, shorter drive times, and high-quality care that is currently being delivered on the TriStar Southern Hills main campus. It is reassuring to know that my family will have access to an emergency department close where we live.

Please approve the proposed TriStar Southern Hills emergency department in Antioch.

Sincerely,

Patricia Mitchell

Patricia Mitchell

March 8, 2018

Ms. Melanie Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Medical Center Freestanding Emergency Department

Dear Ms. Hill:

I am writing in support of the proposed TriStar Southern Hills freestanding emergency department in Antioch off of I-24.

My family has received excellent care from Dr. Schweitzer who is affiliated with TriStar Southern Hills Medical Center. Most recently, I moved just a bit up the road but still on the border of Antioch and Nashville. I have visited StoneCrest in the past and that was a 20 minute drive. We have the highest subdivision population in the Antioch/Nashville area. On the opposite side of Bell Road, real estate is hot and the area is still developing. It will only continue to grow and more emergency departments are needed.

South Nashville is growing very quickly, and we need an emergency department that is convenient. My family and the rest of the community in Antioch deserve to have emergency care that is much more convenient to access than what is currently available. This emergency department could be life-saving and I fully support this project.

Please support the proposed emergency department in Antioch.

Sincerely,

Jeffrey Henry

March 8, 2018

Ms. Melanie M. Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Freestanding Emergency Department

Dear Ms. Hill:

I have lived in Antioch for 18 years and have trusted TriStar Southern Hills Medical Center with my healthcare needs for all weekend, after hours, and emergent healthcare needs. It would be a huge convenience in our area to have an emergency department so we wouldn't have to drive far. Nashville has grown so much that the emergency rooms are always so full and the wait times are so long.

I am pleased that TriStar Southern Hills would like to add an emergency department in Antioch. I trust TriStar Southern Hills and it's comforting to know that the proposed emergency department would be a department of the TriStar Southern Hills Medical Center campus.

Our community in south Nashville needs access to better emergency care. The emergency department in Antioch could potentially save lives by providing better access, shorter drive times, and high-quality care that is currently being delivered on the TriStar Southern Hills main campus. It is reassuring to know that my family will have access to an emergency department close where we live.

Please approve the proposed TriStar Southern Hills emergency department in Antioch.

Sincerely,

Veronica Yepez

Veronica Yepez

March 8, 2018

Ms. Melanie M. Hill
Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, Ninth Floor
502 Deaderick Street
Nashville, TN 37243

RE: Proposed TriStar Southern Hills Freestanding Emergency Department

Dear Ms. Hill:

I have lived in Antioch for 20 years and have trusted TriStar Southern Hills Medical Center with my healthcare needs. In 2017 I had a lung that blew and my mom had several heart attacks. Southern Hills saved our lives. We love them. You never know when a heart attack will happen or a lung will blow so it would be wonderful if we had an ED closer. If this ED would have been here when those issues happened it would have only taken me 3 minutes to get there verses 20.

I am pleased that TriStar Southern Hills would like to add an emergency department in Antioch. I trust TriStar Southern Hills and it's comforting to know that the proposed emergency department would be a department of the TriStar Southern Hills Medical Center campus.

Our community in south Nashville needs access to better emergency care. The emergency department in Antioch could potentially save lives by providing better access, shorter drive times, and high-quality care that is currently being delivered on the TriStar Southern Hills main campus. It is reassuring to know that my family will have access to an emergency department close where we live.

Please approve the proposed TriStar Southern Hills emergency department in Antioch.

Sincerely,

James Ryan

MAR 15 '18 PM 12:12

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

JOHN WELLBORN, being first duly sworn, says that he is the lawful agent of the applicant named in this application, that this project will be completed in accordance with the application to the best of the agent's knowledge, that the agent has read the directions to this application, the Rules of the Health Services and Development Agency, and T.C.A. § 68-11-1601, *et seq.*, and that the responses to this application or any other questions deemed appropriate by the Health Services and Development Agency are true and complete to the best of the agent's knowledge.

John L Wellborn
SIGNATURE/TITLE
CONSULTANT

Sworn to and subscribed before me this 8th day of March (Month), 2018 (Year) a Notary

Public in and for the County/State of DAVIDSON

JAN M. DANFORTH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 2, 2018

NOTARY PUBLIC

My commission expires July 2 (Month/Day), 2018 (Year).

State of Tennessee
Health Services and Development Agency
Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

April 1, 2018

John Wellborn, Consultant
Development Support Group
4219 Hillsboro Road, Suite 210
Nashville, TN 37215

RE: Certificate of Need Application – TriStar Southern Hills Medical Center - CN1803-017
The establishment of a satellite emergency department facility with 11 treatment rooms. The project will be located at an unaddressed site west of I-24 Exit 60, on the east side of Cane Ridge Parkway, at its intersection with Century Farms Parkway, Antioch (Davidson County). The applicant is owned by HCA Health Services of Tennessee, Inc. It will be under the administrative control of TriStar Southern Hills Medical Center and will operate as an outpatient department of the hospital. The estimated project cost is $13,883,982.

Dear Mr. Wellborn:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is Trent.Sansing@tn.gov or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1607, et seq., as amended by Public Chapter 780, the 60-day review cycle for this project began on April 1, 2018. The first 60 days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the 60-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review. You will receive a copy of their findings. The Health Services and Development Agency will review your application on June 27, 2018.

State of Tennessee
Health Services and Development Agency
Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

(6) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

(7) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff is not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,

Melanie M. Hill
Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA

State of Tennessee
Health Services and Development Agency
Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243
www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

MEMORANDUM

TO: Trent Sansing, CON Director
Office of Policy, Planning and Assessment
Division of Health Statistics
Andrew Johnson Tower, 2nd Floor
710 James Robertson Parkway
Nashville, Tennessee 37243

FROM: Melanie M. Hill MMH/MF
Executive Director

DATE: April 1, 2018

RE: Certificate of Need Application
TriStar Southern Hills Medical Center - CN1803-017

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a sixty (60) day review period to begin on April 1, 2018 and end on June 1, 2018.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: John Wellborn

LETTER OF INTENT -- HEALTH SERVICES & DEVELOPMENT AGENCY

The Publication of Intent is to be published in the Tennessean, which is a newspaper of general circulation in Davidson County, Tennessee, on or before March 10, 2018, for one day.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. Sections 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that TriStar Southern Hills Medical Center (a hospital), owned and managed by HCA Health Services of Tennessee, Inc., intends to file an application for a Certificate of Need to establish a satellite emergency department facility. TriStar Southern Hills Medical Center is located at 391 Wallace Road, Nashville, Tennessee 37211. The proposed satellite emergency department facility will be located at an unaddressed site west of I-24 Exit 60, on the east side of Cane Ridge Parkway at its intersection with Century Farms Parkway, in Antioch, Tennessee 37013. The project cost for CON purposes is estimated at $13,883,982.

The proposed satellite facility will have eleven (11) treatment rooms. It will provide emergency diagnostic and treatment services, and will include CT, X-ray, Ultrasound, and appropriate Laboratory services. It will not initiate or discontinue any other health service, or affect any facility's licensed bed complement. The facility will be operated under TriStar Southern Hills Medical Center's acute care hospital license, granted by the Tennessee Board for Licensing Health Care Facilities.

The anticipated date of filing the application is on or before March 15, 2018. The contact person for the project is John Wellborn, who may be reached at Development Support Group, 4219 Hillsboro Road, Suite 210, Nashville, TN 37215; (615) 665-2022.

John L Wellborn	3-8-18	jwdsg@comcast.net
(Signature)	(Date)	(E-mail Address)

The following notice is included in the published Notice of Intent: Pursuant to TCA Sec. 68-11-1607(c)(1): (A) any health care institution wishing to oppose a Certificate of Need application must file a written objection with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled, and (B) any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Supplemental #1

TriStar Southern Hills Emergency Dept at Antioch

CN1803-017

Supplemental #1
March 27, 2018
12:06 pm

DSG Development Support Group

March 26, 2018

Mark Farber, Assistant Executive Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: CON Application CN1803-017
TriStar Southern Hills Emergency Department at Antioch

Dear Mr. Farber:

This letter responds to your recent request for additional information on this application. The items attached after this page are numbered to correspond to your questions. They are provided in triplicate, with affidavit.

Thank you for your assistance. We hope this provides the information needed to accept the application into the next review cycle. If more is needed please email or telephone me so that we can respond in time to be deemed complete.

Respectfully,

John Wellborn

John Wellborn
Consultant

4219 Hillsboro Road, Suite 203
Nashville, TN 37215

jwdsg@comcast.net

Tel 615.665.2022
Fax 615.665.2042

Supplemental #1
March 27, 2018
12:06 pm

1. **Section A. Project Details, Item 6.A (Legal Interest in the Site).**

   Please provide documentation of Century Farms, LLC's ownership of the land.

   The site was conveyed to Century Farms, LLC as four separate tracts. Copies of the four Warranty Deeds are attached following this response.

Supplemental #1
March 27, 2018

This Instrument Was Prepared By:
CAMPBELL LAW SOLUTIONS
P.O. Box 60600
Nashville, TN 37206

Address New Owner As:	Send Tax Bills To:	Map/Parcel Numbers:
Century Farms, LLC 3841 Green Hills Village Drive Suite 400 Nashville, TN 37215	Same	17400003800 17400021300 17400021900

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, **H.C. Turner Family General Partnership**, a Tennessee general partnership that is successor by merger to H.C. Family Limited Partnership, a Tennessee limited partnership (the "Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto **Century Farms, LLC**, a Delaware limited liability company (the "Grantee"), in fee simple, certain real property situated in Davidson County, Tennessee, which property is more particularly described on Exhibit A which is attached hereto and made a part hereof by this reference, together with all right, title and interest of the Grantor, if any, in and to any easements and rights-of-way adjoining, abutting, or benefiting the same and together with the appurtenances, hereditaments, estate, title and interest thereto appertaining (all of the foregoing being the "Property").

TO HAVE AND TO HOLD the Property to the Grantee, its successors and assigns, in fee simple forever; subject, however, to the matters set forth in Exhibit B that is attached hereto and made a part hereof by this reference.

The Grantor covenants that the Grantor is lawfully seized and possessed of the Property; that the Grantor has full power and lawful authority to sell and convey the Property; that the Property is free from all encumbrances made or suffered by the Grantor, except to the extent otherwise set forth in Exhibit B hereto; and the Grantor will forever warrant and defend the title to the Property against all persons lawfully claiming the same from, through or under the Grantor, but not otherwise.

Whenever in this instrument the terms Grantor and Grantee are used, such terms will be construed to include said parties, their respective heirs, legal representatives, successors and assigns, and such terms, or pronouns therefor, will be construed to include the masculine, feminine or neuter gender and the singular number will include the plural, all as the context may require.

IN WITNESS WHEREOF, the Grantor has executed this deed on this 27TH day of July, 2015.

[Signature Page Follows]

H.C. Turner Family General Partnership
A Tennessee general partnership that is successor by merger to H.C. Turner Family Limited Partnership, a Tennessee limited partnership

By: Mary Jane Hurt
Mary Jane Hurt
Managing General Partner

By: Nancy Turner Morton
Nancy Turner Morton
Managing General Partner

Supplemental #1
March 27, 2018
12:06 pm

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 5,664,075.84 .

Affiant

Subscribed and sworn to before me, this the 24th day of July, 2015.

Notary Public For The State Of Tennessee

My Commission Expires: 4-24-2018

DEBORA L. SLOAN
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires APRIL 24, 2018

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary Jane Hurt, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and upon oath acknowledged herself to be a managing general partner of H.C. Turner Family General Partnership, a Tennessee general partnership, and that she as such managing general partner, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the general partnership by herself as such managing general partner.

WITNESS my hand and seal on this the 24TH day of July, 2015.

Notary Public For The State Of Tennessee

My Commission Expires: January 9, 2016

KENNETH L. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nancy Turner Morton, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and upon oath acknowledged herself to be a managing general partner of H.C. Turner Family General Partnership, a Tennessee general partnership, and that she as such managing general partner, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the general partnership by herself as such managing general partner.

WITNESS my hand and seal on this the 24TH day of July, 2015.

Kenneth L Campbell

Notary Public For The State Of Tennessee

My Commission Expires: January 9, 2016

KENNETH L. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Supplemental #1
March 27, 2018
12:06 pm

Exhibit A
Legal Description

Parcel A - Map 174 Parcel 213.00

Being land in Nashville, General Services District, Thirty-second Councilmanic District, Davidson County, Tennessee, located south of Interstate 24 and north of Old Franklin Road and Cane Ridge Road. Being a portion of the property conveyed to H.C. Turner Family Limited Partnership of record in Instrument No. 200101040001513, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a concrete monument (old) in the northwesterly intersection of Interstate 24 and Old Franklin Road;

THENCE, with the northerly right-of-way line of Old Franklin Road, with a curve to the right 418.36 feet to the southeasterly corner of property of Robert L. Morton, Sr., of record in Book 3400, Page 47, Register's Office for Davidson County, Tennessee, said curve having a central angle of 17°27'58", a radius of 1372.39 feet, a tangent of 210.82 feet, a chord of S51°31'38"W, 416.74 feet;

THENCE, leaving said right-of-way and with said Morton property the following calls:

N 13°23'47" W, 377.74 feet;

S 76°40'45" W, 303.19 feet to the northeasterly corner of property of Daniel Lee and Amanda Lee of record in Instrument No. 200107170075897, Register's Office for Davidson County, Tennessee;

THENCE, with said Lee property the following calls:

S 76°54'07" W, 279.80 feet to an iron rod (old);

S 13°06'42" E, 462.37 feet to a concrete monument (old) in the northerly right-of-way line of Old Franklin Road;

THENCE with said right-of-way line the following calls:

S 79°29'55" W, 620.82 feet;

N 06°03'05" E, 5.21 feet to the southeasterly corner of property of Ralph Howard Maxson, IV, and Lisa Maxson of record in Book 9574, Page 853, Register's Office for Davidson County, Tennessee;

THENCE, leaving said right-of-way and with said Maxson property the following calls:

N 06°03'05" E, 351.86 feet;

S 79°46'29" W, 140.32 feet to the southeasterly corner of property of H.C. Turner Family Limited Partnership, of record in Book 8827, Page 991, Register's Office for Davidson County, Tennessee;

THENCE, with said Turner property the following calls:

N 03°38'38" E, 392.57 feet;

N 74°24'48" W, 584.76 feet;

S 15°35'10" W, 584.78, feet;

S 74°24'50" E, 459.79 feet to the westerly line of the aforesaid Maxson property;

THENCE, with said Maxson property, S 06°03' 05" W, 251.96 feet to the northerly right-of-way line of Old Franklin Road;

THENCE, with said right-of-way line the following calls:

S 06°03'05" W, 5.21 feet;

S 79°46'29" W, 81.86 feet;

With a curve to the left, 379.90 feet, said curve having a central angle of 03°11'30", a radius of 6,820.00 feet, a tangent of 190.00 feet and a chord of S 78°10'42" W, 379.85 feet;

S 76°34'55" W, 267.98 feet to the easterly terminus of a curve return to the northerly right-of-way line of Cane Ridge Road;

THENCE, with said right-of-way the following calls:

With a curve to the right, 48.96 feet, said curve having a central angle of 46°45'02", a radius of 60.00 feet, a tangent of 25.93 feet and a chord of N 80°02'34" W, 47.61 feet;

N 56°40'03" W, 37.83 feet;

With a curve to the right, 220.91 feet to the southeasterly corner of property of Clarence C. Hurt, et ux, of record in Book 3975, Page 821, Register's Office for Davidson County, Tennessee, said curve having a central angle of 09°01'32", a radius of 1402.39 feet, a tangent of 110.68 feet, and a chord of N 52°09'17" W, 220.69 feet;

THENCE, leaving said right-of-way line and with said Hurt property the following calls:

N 20°15'31" E, 545.82 feet;

N 81°53'13" W, 304.00 feet;

S 17°30'13" W, 302.90 feet to the easterly line of property of Lee A. Beaman, of record in Instrument No. 200307110096694, Register's Office for Davidson County, Tennessee;

THENCE, with said Beaman property the following calls:

With a curve to the right, 45.71 feet, said curve having a central angle of 01°53'40", a radius of 1382.39 feet, a tangent of 22.86 feet and a chord of N 32°54'46" W, 45.70 feet;

N 31°57'55" W, 171.98 feet;

With a curve to the right, 984.02 feet, said curve having a central angle of 56°50'59", a radius of 991.74 feet, a tangent of 536.79 feet and a chord of N 03°32'24" W, 944.15 feet;

N 24°53'06" E, 839.38 feet;

With a curve to the left, 59.19 feet, said curve having a central angle of 03°22'28", a radius of 1,004.93 feet, a tangent of 29.60 feet and a chord of N 23°11'51" E, 59.18 feet;

N 48°34'44" E, 49.03 feet;

S 83°13'23" E, 403.48 feet;

With a curve to the left, 183.20 feet, said curve having a central angle of 10°11'25", a radius of 1,030.03 feet, a tangent of 91.84 feet and a chord of S 88°19'06" E, 182.95 feet;

N 86°35'12" E, 274.70 feet;

With a curve to the right, 107.96 feet, said curve having a central angle of 09°27'29", a radius of 654.00 feet, a tangent of 54.10 feet and a chord of S 88°41'04" E, 107.84 feet;

S 83°57'19" E, 15.11 feet;

With a curve to the right, 28.60 feet, said curve having a central angle of 46°49'35", a radius of 35.00 feet, a tangent of 15.16 feet and a chord of S 60°32'31" E, 27.82 feet;

With a curve to the left, 114.07 feet to the southerly line of Mid South Auto Park PUD Boundary Plat of record in Book 6900, Page 659, Register's Office for Davidson County, Tennessee, said curve having a central angle of 108°55'56", a radius of 60.00 feet, a tangent of 84.01 feet and a chord of N 88°24'18" E, 97.65 feet;

THENCE with the southerly line of said Mid South Auto Park PUD Boundary Plat, the following calls:

S 83°57' 28" E, 50.14 feet;

S 83°04'44" E, 308.28 feet, to the southerly right-of-way line of Interstate 24;

THENCE, with the southerly right-of-way line of Interstate 24 the following calls:

S 41°46'50" E, 982.18 feet to a concrete monument (old);

S 41°48'34" E, 199.46 feet to a concrete monument (old);

S 48°11'11" W, 31.07 feet to a concrete monument (old);

S 41°48'49" E, 100.00 feet to a concrete monument (old);

N 48°11'11" E, 31.06 feet to a concrete monument (old);

S 41°48'34" E, 246.97 feet to a concrete monument (old);

S 41°40'11" E, 481.75 feet to the Point of Beginning:

Containing 4,624,603 square feet, or 106.17 acres, more or less, as shown on the ALTA/ACSM Land Title Survey of the H. C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Parcel B - Map 174 Parcel 219.00

Being land in Nashville, General Services District, Thirty-second Councilmanic District, Davidson County, Tennessee. Being a portion of the property conveyed to H.C. Turner Family Limited Partnership of record in Instrument No. 200101040001513, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an existing post along the southerly boundary of Mid South Auto Park, PUD Boundary Plat of record in Plat Book 6900, Page 659, Register's Office for Davidson County, Tennessee, said post being the northeast corner of property conveyed to Nelson Torres, of record in Instrument No. 20141125108504, Register's Office for Davidson County, Tennessee, and the Northwest corner of property conveyed to H.C. Turner Family Limited Partnership of record in Instrument No. 200101040001513, Register's Office for Davidson County, Tennessee;

THENCE, with said southerly boundary of Mid-South Auto Park, PUD Boundary Plat the following calls:

S 81°52'28" E, 500.07 feet to a post;

S 83°59'33" E, 212.93 feet to a railroad spike in an Elm tree;

S 82°20'38" E, 330.84 feet to the northwesterly corner of property conveyed to Lee A. Beaman of record in Instrument No. 200307110096694, Register's Office for Davidson County, Tennessee;

THENCE, with the westerly line of said Beaman property the following calls:

With a curve to the left 156.08 feet, said curve having a central angle of 12°21'07", a radius of 724.00 feet, a tangent of 78.34 feet, a chord of S 66°13'49" E, 155.78 feet;

S 72°24'22" E, 43.48 feet;

S 23°43'02" E, 63.56 feet;

With a curve to the right 27.46 feet to a point, said curve having a central angle of 01°44'19", a radius of 904.93 feet, a tangent of 13.73 feet and a chord of S 24°00'27" W, 27.46 feet;

S 24°53'06" W, 839.38 feet;

With a curve to the left 950.59 feet, said curve having a central angle of 49°53'17", a radius of 1091.74 feet, a tangent of 507.79 feet, and a chord of S 00°03'33" E, 920.84 feet;

With a curve to the right 85.03 feet, said curve having a central angle of 97°26'35", a radius of 50.00 feet, a tangent of 56.96 feet and a chord of S 23°43'07" W, 75.15 feet;

With a curve to the right 149.65 feet, said curve having a central angle of 45°36'32", a radius of 188.00 feet, a tangent of 79.05 feet and a chord of N 84°45'21" W, 145.73 feet;

N 61°57'02" W, 21.91 feet to an iron rod (old) in the southeasterly corner of property conveyed to William F. Brake of record in Instrument No. 201301100003230, Register's Office for Davidson County, Tennessee;

THENCE, with said easterly boundary of Brake property N 05°52'00" E, 394.39 feet to an iron rod (old) in the northeast corner of Patterson Property;

THENCE, with said northerly boundary of Brake property N 64°11'37" W, 354.05 feet to the easterly boundary of property conveyed to Metropolitan Government of Nashville and Davidson County (Electric Power Board) of record in Book 5114, Page 695, Register's Office for Davidson County, Tennessee;

THENCE, with said easterly boundary N 05°58'15" E, 368.20 feet to an iron rod (old) in the northerly boundary of Metropolitan Government property;

THENCE, with said northerly boundary N 74°25'51" W, 600.01 feet to an iron rod (old) in the easterly boundary of David M. Flowers and Willie May Flowers, of record in Instrument No. 200605260062376, Register's Office for Davidson County, Tennessee;

THENCE, with said easterly boundary N 06°01'03" E, 85.40 feet to an iron rod (old) in the southeast corner of property conveyed to Dennis W. Carroll, et ux, of record in Book 8374, Page 490, Register's Office for Davidson County, Tennessee;

THENCE, with said easterly boundary N 06°49'27" E, 334.00 feet to the southeast boundary of Peggy T. Carroll Trustee property, of record in Instrument No. 200305090062454, Register's Office for Davidson County, Tennessee;

THENCE, with said easterly boundary N 08°11'15" E, 224.00 feet to the southeasterly corner of property conveyed to William J. and Beverly A. Judkins of record in Instrument No. 200112140138230, Register's Office for Davidson County, Tennessee;

THENCE, with said easterly boundary and the easterly boundary of property conveyed to Nelson Torres, of record in Instrument No. 20141125108504, Register's Office for Davidson County, Tennessee, N 09°21'55" E, 315.95 feet to the point of beginning.

Containing 1,375,010 square feet or 31.56 acres, more or less as shown on the ALTA/ACSM Land Title Survey of the H. C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Parcel C - Map 174 Parcel 38.00

Being land in Nashville, General Services District, Thirty-second Councilmanic District, Davidson County, Tennessee, located south of Interstate 24 and south of Old Franklin Road. Being a portion of property of H.C. Turner Family Limited Partnership, of record in Instrument No. 200101040001513, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning in the southwesterly intersection of the right-of-way line of Old Franklin Road as widened and the southerly line of Interstate 24 in the northeasterly corner of the herein described property:

THENCE, with the southerly line of Interstate 24, S 42°31'15" E, 205.65 feet to an iron rod (old) in a northeasterly corner of property of Salahadeen Center of Nashville, Inc., of record in Instrument No. 200912080112325, Register's Office for Davidson County, Tennessee;

THENCE, leaving said right-of-way line and with said Salahaden Center the following calls:

S 80°44'41" W, 366.84 feet;

N 16°39'13" W, 41.36 feet to the southerly right-of-way line of Old Franklin Road as widened;

THENCE, with said right-of-way line, with a curve to the left, 291.00 feet, said curve having a central angle of 11°10'20", a radius of 1,492.39 feet, a tangent of 145.96 feet, and a chord of N 53°57'31" E, 290.54 feet to the Point of Beginning;

Containing 35,833 square feet, or 0.82 acre more or less, as shown on the ALTA/ACSM Land Title Survey of the H. C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Derivation And Property Tax Information

Being part of the same property conveyed to H.C. Turner Family Limited Partnership, by deed from Henry Clay Turner and wife, Willie Ethel Turner, of record as Instrument No. 20010104-0001513, Register's Office for Davidson County, Tennessee, with H.C. Family General Partnership being successor by merger to H.C. Turner Family Limited Partnership, as evidenced by a Certificate of Merger of record as Instrument Number 20030115-0006706 and 20030728-0105534, Register's Office for Davidson County, Tennessee.

This is unimproved property located at 5580 Cane Ridge Road, Antioch, TN 37013 [Tax Parcels 17400021300, 17400021900 and 17400003800].

Exhibit B
Permitted Exceptions

1. All matters shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

2. Taxes for the year 2015, Tax Map/Parcel No. 17400021300, a lien, but not yet due and payable.

3. Taxes for the year 2015, Tax Map/Parcel No. 17400021900, a lien, but not yet due and payable.

4. Taxes for the year 2015, Tax Map/Parcel No. 17400003800, a lien, but not yet due and payable.

5. Transmission line easements of record in Book 2393, Pages 304 and 308, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

6. Easement contained in the deed of record in Book 5114, Page 695, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

7. Electric easement of record in Book 5380, Page 726, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

8. Sanitary sewer and/or storm drainage easement of record in Book 10187, Page 897, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

9. Access to cemetery located on the subject property in the location as shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

10. 20' Access easement described in deed of record as Instrument No. 20010104-0001513, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

11. Memorandum of Lease Agreement between H.C. Turner Family General Partnership and The Lamar Company of record as Instrument No. 20070404-0040252, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

12. Lease agreement between H.C. Turner Family General Partnership and Columbia Neon, not of record, in the location as shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

13. Right of Way Dedication, Road Location and Development Agreement of record as Instrument Number 20030711-0096695, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the H.C. Turner Family General Partnership property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Supplemental #1

March 27, 2018
12:06 pm

This Instrument Was Prepared By:
CAMPBELL LAW SOLUTIONS
P.O. Box 60600
Nashville, TN 37206

Address New Owner As:	Send Tax Bills To:	Map/Parcel Numbers:
Century Farms, LLC 3841 Green Hills Village Drive Suite 400 Nashville, TN 37215	Same	17400005300

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, **Mary Jane Hurt** (the "Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto **Century Farms, LLC**, a Delaware limited liability company (the "Grantee"), in fee simple, certain real property situated in Davidson County, Tennessee, which property is more particularly described on Exhibit A which is attached hereto and made a part hereof by this reference, together with all right, title and interest of the Grantor, if any, in and to any easements and rights-of-way adjoining, abutting, or benefiting the same and together with the appurtenances, hereditaments, estate, title and interest thereto appertaining (all of the foregoing being the "Property").

TO HAVE AND TO HOLD the Property to the Grantee, its heirs, successors and assigns, in fee simple forever; subject, however, to the matters set forth in Exhibit B that is attached hereto and made a part hereof by this reference.

The Grantor covenants that the Grantor is lawfully seized and possessed of the Property; that the Grantor has full power and lawful authority to sell and convey the Property; that the Property is free from all encumbrances made or suffered by the Grantor, except to the extent otherwise set forth in Exhibit B hereto; and the Grantor will forever warrant and defend the title to the Property against all persons lawfully claiming the same from, through or under the Grantor, but not otherwise.

Whenever in this instrument the terms Grantor and Grantee are used, such terms will be construed to include said parties, their respective heirs, legal representatives, successors and assigns, and such terms, or pronouns therefor, will be construed to include the masculine, feminine or neuter gender and the singular number will include the plural, all as the context may require.

IN WITNESS WHEREOF, the Grantor has executed this deed on this 27TH day of July, 2015.

[Signature Page Follows]

Mary Jane Hurt

Mary Jane Hurt

Supplemental #1
March 27, 2018
12:06 pm

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 119,372.80 .

Affiant

Subscribed and sworn to before me, this the 24th day of July, 2015.

Debora L. Sloan

Notary Public For The State Of Tennessee

My Commission Expires: 4-24-2018

DEBORA L. SLOAN
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires APRIL 24, 2018

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mary Jane Hurt, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal on this the 24TH day of July, 2015.

Kenneth L Campbell

Notary Public For The State Of Tennessee

My Commission Expires: January 9, 2016

KENNETH L. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Supplemental #1
March 27, 2018
12:06 pm

Exhibit A
Legal Description

Being land in Nashville, General Services District, Thirty-second Councilmanic District, Davidson County, Tennessee, located south of Interstate 24 and north of Cane Ridge Road. Being property of Clarence C. Hurt, et ux, of record in Book 3975, Page 821, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning in the northerly right-of-way line of Cane Ridge Road as widened at the southwesterly corner of said Hurt property and also being in the easterly line of property of Lee A. Beaman of record in Instrument No. 200307110096694, Register's Office for Davidson County, Tennessee;

THENCE, leaving said right-of-way and with said Beaman property, N 17°26'47" E, 25.51 feet;

THENCE, continuing with said Hurt property the following calls:

N 17°30'13" E, 302.90 feet;

S 81°53'13" E, 304.00 feet;

S 20°15'31" W, 545.82 feet to the northerly right-of-way line of Cane Ridge Road as widened;

THENCE, with said right-of-way the following calls:

With a curve to the right, 98.48 feet, said curve having a central angle of 04°01'25", a radius of 1402.39 feet, a tangent of 49.26 feet, and a chord of N 45°37'48" W, 98.46 feet;

N 46°22'54" E, 10.00 feet;

N 42°13'05" W, 68.04 feet;

S 49°10'50" W, 10.00 feet;

With a curve to the right, 154.37 feet, said curve having a central angle of 06°18'25", a radius of 1402.39 feet, a tangent of 77.26 feet, and a chord of N 37°39'52" W, 154.29 feet to the Point of Beginning;

Containing 127,312 square feet, or 2.92 acres, more or less, shown on the ALTA/ACSM Land Title Survey of the Mary Jane Hurt property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Being part of the same property conveyed to Clarence C. Hurt and wife, Mary Jane Hurt, by deed from H. C. Turner and wife, Ethel Turner, of record in Book 3975, Page 821, Register's Office for Davidson County, Tennessee. Clarence C. Hurt is now deceased, leaving Mary Jane Hurt as the sole owner of the property.

Supplemental #1
March 27, 2018
12:06 pm

This is improved property known as 5570 Cane Ridge Road, Antioch, TN 37013 [Tax Parcel 17400005300].

Supplemental #1
March 27, 2018
12:06 pm

Exhibit B
Permitted Exceptions

1. All matters shown on the ALTA/ACSM Land Title Survey of the Mary Jane Hurt property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

2. Taxes for the year 2015, Tax Map/Parcel No. 17400005300, a lien, but not yet due and payable.

3. Sanitary sewer and/or storm drainage easement of record in Book 10187, Page 893, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the Mary Jane Hurt property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Supplemental #1

March 27, 2018
12:06 pm
BILL GARRETT, Davidson County
Trans:T20150061805 DEEDWARRSP
Recvd: 07/28/15 11:04 8 pgs
Fees:43.00 Taxes:1187.39
20150728-0074171

This Instrument Was Prepared By:
CAMPBELL LAW SOLUTIONS
P.O. Box 60600
Nashville, TN 37206

Address New Owner As:	Send Tax Bills To:	Map/Parcel Numbers:
Century Farms, LLC 3841 Green Hills Village Drive Suite 400 Nashville, TN 39215	Same	17400002400

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, **Mary Jane Hurt** and **Nancy Turner Morton** (collectively the "Grantors"), have bargained and sold, and by these presents do hereby transfer and convey unto **Century Farms, LLC**, a Delaware limited liability company (the "Grantee"), in fee simple, certain real property situated in Davidson County, Tennessee, which property is more particularly described on Exhibit A which is attached hereto and made a part hereof by this reference, together with all right, title and interest of the Grantors, if any, in and to any easements and rights-of-way adjoining, abutting, or benefiting the same and together with the appurtenances, hereditaments, estate, title and interest thereto appertaining (all of the foregoing being the "Property").

TO HAVE AND TO HOLD the Property to the Grantee, its heirs, successors and assigns, in fee simple forever; subject, however, to the matters set forth in Exhibit B that is attached hereto and made a part hereof by this reference.

The Grantors covenant that the Grantors are lawfully seized and possessed of the Property; that the Grantors have full power and lawful authority to sell and convey the Property; that the Property is free from all encumbrances made or suffered by the Grantors, except to the extent otherwise set forth in Exhibit B hereto; and the Grantors will forever warrant and defend the title to the Property against all persons lawfully claiming the same from, through or under the Grantors, but not otherwise.

Whenever in this instrument the terms Grantors and Grantee are used, such terms will be construed to include said parties, their respective heirs, legal representatives, successors and assigns, and such terms, or pronouns therefor, will be construed to include the masculine, feminine or neuter gender and the singular number will include the plural, all as the context may require.

IN WITNESS WHEREOF, the Grantors have executed this deed on this 27TH day of July, 2015.

[Signature Page Follows]

Mary Jane Hurt

Mary Jane Hurt

Nancy Turner Morton

Nancy Turner Morton

Supplemental #1
March 27, 2018
12:06 pm

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 320,916.60 .

Affiant

Subscribed and sworn to before me, this the 24th day of July, 2015.

DEBORA L. SLOAN
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires APRIL 24, 2018

Notary Public For The State Of Tennessee

My Commission Expires: 4-24-2018

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mary Jane Hurt, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal on this the 24TH day of July, 2015.

Kenneth L Campbell

Notary Public For The State Of Tennessee

My Commission Expires: January 9, 2016

KENNETH L. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Nancy Turner Morton, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal on this the 24TH day of July, 2015.

Kenneth L Campbell
Notary Public For The State Of Tennessee

My Commission Expires: January 9, 2016

KENNETH L. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit A
Legal Description

Being land in Nashville, General Services District, Thirty-second Councilmanic District, Davidson County, Tennessee, located south of Interstate 24 and north of Old Franklin Road. Being property of H.C. Turner Family Limited Partnership of record in Book 8827, Page 991, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning in the westerly line of property of Ralph Howard Maxson, IV, and Lisa Maxson of record in Book 9574, Page 853, Register's Office for Davidson County, Tennessee, N 06°03'05" E, 251.96 feet from the northerly right-of-way line of Old Franklin Road as widened;

THENCE, leaving said westerly line and with said Turner property the following calls:

N 74°24'50" W, 459.79 feet;

N 15°35'10" E, 584.78 feet;

S 74°24'48" E, 584.76 feet;

S 03°38'38"W, 392.57 feet to the northerly line of said Maxson property;

THENCE, with said Maxson property the following calls:

S 79°46'29" W, 246.48 feet to an iron rod (old) in the northwesterly corner of said Maxson property;

S 06°03'05" W, 94.69 feet to the Point of Beginning, containing 341,964 square feet, or 7.85 acres, more or less, as shown on the ALTA/ACSM Land Title Survey of the Mary Jane Hurt and Nancy Turner Morton property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Being the same property conveyed to Mary Jane Hurt and Nancy Turner Morton, by deed from Mary Jane Hurt and Nancy Turner Morton, Co-Executors of the Estate of Ethel D. Turner, of record as Instrument No. 20071001-0116356, Register's Office for Davidson County, Tennessee.

This is improved property known as 5570 Cane Ridge Road, Antioch, TN 37013 [Tax Parcel 17400002400].

Supplemental #1
March 27, 2018
12:06 pm

Exhibit B
Permitted Exceptions

1. All matters shown on the ALTA/ACSM Land Title Survey of the Mary Jane Hurt and Nancy Turner Morton property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

2. Taxes for the year 2015, Tax Map/Parcel No. 17400002400, a lien, but not yet due and payable.

3. 20' Access easement described in deed of record as Instrument No. 20010104-0001513, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the Mary Jane Hurt and Nancy Turner Morton property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Supplemental #1

March 27, 2018
12:08 pm

This Instrument Was Prepared By:
CAMPBELL LAW SOLUTIONS
P.O. Box 60600
Nashville, TN 37206

Address New Owner As:	Send Tax Bills To:	Map/Parcel Numbers:
Century Farms, LLC 3841 Green Hills Village Drive Suite 400 Nashville, TN 37215	Same	17400018400

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, **Ralph Howard Maxson, IV**, and wife, **Lisa Maxson** (the "Grantors"), have bargained and sold, and by these presents do hereby transfer and convey unto **Century Farms, LLC**, a Delaware limited liability company (the "Grantee"), in fee simple, certain real property situated in Davidson County, Tennessee, which property is more particularly described on Exhibit A which is attached hereto and made a part hereof by this reference, together with all right, title and interest of the Grantors, if any, in and to any easements and rights-of-way adjoining, abutting, or benefiting the same and together with the appurtenances, hereditaments, estate, title and interest thereto appertaining (all of the foregoing being the "Property").

TO HAVE AND TO HOLD the Property to the Grantee, its heirs, successors and assigns, in fee simple forever; subject, however, to the matters set forth in Exhibit B that is attached hereto and made a part hereof by this reference.

The Grantors covenant that the Grantors are lawfully seized and possessed of the Property; that the Grantors have full power and lawful authority to sell and convey the Property; that the Property is free from all encumbrances made or suffered by the Grantors, except to the extent otherwise set forth in Exhibit B hereto; and the Grantors will forever warrant and defend the title to the Property against all persons lawfully claiming the same from, through or under the Grantors, but not otherwise.

Whenever in this instrument the terms Grantor and Grantee are used, such terms will be construed to include said parties, their respective heirs, legal representatives, successors and assigns, and such terms, or pronouns therefor, will be construed to include the masculine, feminine or neuter gender and the singular number will include the plural, all as the context may require.

IN WITNESS WHEREOF, the Grantors have executed this deed on this 27TH day of July, 2015.

[Signature Page Follows]

Ralph Howard Maxson, IV

Lisa Maxson

Supplemental #1
March 27, 2018
12:06 pm

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 459,912.33 .

Affiant

Subscribed and sworn to before me, this the 24th day of July, 2015.

Debbie L. Sloan

Notary Public For The State Of Tennessee

My Commission Expires: 4-24-2018

DEBORA L. SLOAN
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires APRIL 24, 2018

Supplemental #1
March 27, 2018
12:06 pm

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ralph Howard Maxson, IV, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal on this the 26TH day of July, 2015.

Kenneth L. Campbell

Notary Public For The State Of Tennessee

My Commission Expires: January 9, 2016

KENNETH L. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lisa Maxson, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal on this the 26TH day of July, 2015.

Kenneth L Campbell

Notary Public For The State Of Tennessee

My Commission Expires: January 9, 2016

KENNETH L. CAMPBELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Supplemental #1
March 27, 2018
12:06 pm

Exhibit A
Legal Description

Being land in Nashville, General Services District, Thirty-second Councilmanic District, Davidson County, Tennessee located south of Interstate 24 and north of Old Franklin Road. Being property of Ralph Howard Maxson, IV, and Lisa Maxson, of record in Book 9574, Page 853, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning in the northerly right-of-way line of Old Franklin Road as widened in southeasterly corner of said Maxson property, said corner being S 79°29'55" W, 620.82 feet and N 06°03'05" E, 5.21 feet from a concrete monument (old) in the southwesterly corner property of Daniel Lee and Amanda Lee, of record in Instrument No. 200107170075897, Register's Office for Davidson County, Tennessee;

THENCE, with said right-of-way line as widened, S 79°46'29" W, 386.80 feet to the southwesterly corner of the herein described property:

THENCE, leaving said right-of-way line and with said Maxson property the following calls:

N 06°03'05" E, 346.65 feet to an iron rod (old);

N 79°46'29" E, 386.80 feet;

S 06°03'05" W, 346.65 feet to the Point of Beginning;

Containing 128,710 square feet, or 2.95 acres, more or less as shown on the ALTA/ACSM Land Title Survey of the Ralph Howard Maxson, IV, and Lisa Maxson property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Being the same property conveyed to Ralph Howard Maxson, IV, and Lisa Maxson, by deed from Henry Clay Turner and wife, Willie Ethel Turner, of record in Book 9574, Page 853, Register's Office for Davidson County, Tennessee.

This is improved property known as 3185 Old Franklin Road, Antioch, TN 37013 [Tax Parcel 17400018400].

Exhibit B
Permitted Exceptions

1. All matters shown on the ALTA/ACSM Land Title Survey of the Ralph Howard Maxson, IV, and Lisa Maxson property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

2. Taxes for the year 2015, Tax Map/Parcel No. 17400018400, a lien, but not yet due and payable.

3. All matters shown on the plat of Maxson Subdivision, of record in Book 8250, Page 269, Register's Office for Davidson County, Tennessee, in the location as shown on the ALTA/ACSM Land Title Survey of the Ralph Howard Maxson, IV, and Lisa Maxson property prepared by Barge Waggoner Sumner & Cannon, Inc., dated July 22, 2015, under File No. 3563900.

Supplemental #1
March 27, 2018
12:06 pm

2. **Section A, 6.B (2) Floor Plan –**

Please complete the following chart for the main hospital ED and the proposed ED:

Patient Care Areas other than Ancillary Services	# Current Hospital ED	# Proposed Satellite ED	# Proposed Combined EDs
Exam/Treatment Rooms			
Multipurpose	18	8	26
Gynecological			
Holding/Secure/Psychiatric	1	1	2
Isolation	2	1	3
Orthopedic			
Trauma	2	1	3
Other			
Total	**23**	**11**	**34**
Triage Stations*	1	1	2
Decontamination Rooms/Stations*	1	1	2
Useable SF of Main and Satellite ED's	10,023.8 sf	10,860 sf**	20,883.8 sf

*Not an exam room area for indicated purpose
**These are the facility space metrics that apply to the project, as calculated by the project architect.

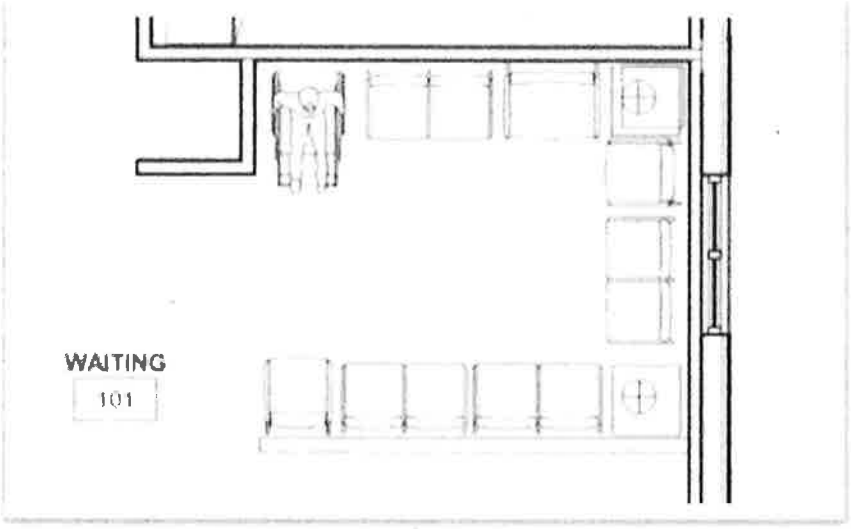
- 9,780 SF would be the usable room areas (meaning, we exclude wall thickness and the exterior walls/columns)
- 10,514 SF is the usable area within the exterior footprint (included interior wall thickness)
- 10,860 SF is the Gross building footprint (includes exterior wall, but excludes the canopies)
- 12,794 SF is the comprehensive total (include the Gross and the two canopies)

The TriStar Southern Hills ED has a total of 23 patient treatment beds (18 multipurpose, 1 holding, 2 isolation, and 2 trauma). Triage and Decontamination areas were not included in the overall bed count.

The Antioch FSED has a total of 11 patient treatment beds (8 multipurpose, 1 holding, 1 isolation, and 1 trauma). Triage and Decontamination areas were not included in the overall bed count.

What are the dimensions of the proposed project's waiting room? How many people will it accommodate?

The dimensions of the waiting room are 16'x11'. As reflected below, there will be 11 seats provided, with additional room for wheelchair spaces.



3. **Section B, Need, Item 1 (Project Specific Criteria-Freestanding Emergency Departments)**

Please complete the following:

1. Determination of Need in the Proposed Service Area

The applicant must demonstrate need for an emergency department in at least one of the following ways: *geographic isolation, capacity challenges, and/or low quality of care at existing emergency department (ED) facilities in the proposed service area.* Applicants are not required to address and provide data for all three categories. However, the applicant's ability to demonstrate need in multiple categories may strengthen the application.

1. Geographic Isolation –

Supplemental #1
March 27, 2018
12:06 pm

The response to this item is noted. The FSED criteria specifically states that "the applicant shall provide this information on all ED facilities located in the county or counties in which the service area ZIP Codes are located. Since Antioch is in Davidson County, the reporting on service area hospitals should at a minimum include all Davidson County hospitals, and since the applicant indicates that hospitals in Rutherford and Williamson County have significant patient destination from Antioch, the hospital in those counties should be included as well.

The detail provided for the five hospitals being displayed is not required however the minimum information for all the hospitals in the three county area should include the following:

Existing ED Facilities and Distance from the Proposed FSED

Emergency Department	**37013-Antioch**	**Distance from Proposed FSED Site**
General Hospital	1818 Albion Street, Nashville 37208	15.6 miles
Saint Thomas Midtown	2000 Church Street, Nashville 37236	15.1 miles
Saint Thomas Rutherford	1700 Medical Center Parkway, Murfreesboro 37129	21.2 miles
Saint Thomas West	4220 Harding Road, Nashville 37205	16.8 miles
TriStar Centennial ED/Spring Hill	3001 Reserve Boulevard, Spring Hill 37174	33.8 miles
TriStar Centennial Med. Center	2300 Patterson Street, Nashville 37203	15.6 miles
TriStar Skyline Medical Center	3441 Dickerson Pike, Nashville, 37207	19.5 miles
TriStar So. Hills Medical Center	391 Wallace Road, Nashville, 37211	7.3 miles
TriStar StoneCrest Med. Center	200 StoneCrest Boulevard, Smyrna 37167	9.3 miles
TriStar Summit Medical Center	5655 Frist Boulevard, Hermitage 37076	12.6 miles
Vanderbilt U. Medical Center	1161 21st Avenue South, Nashville 37232	15.3 miles
Williamson Medical Center	4321 Carothers Parkway, Franklin 37067	16.4 miles

2. Capacity Challenges: Wait Times and Visits Per Treatment Room

Visits Per Treatment Room –

Your response to this item is noted. Please add a column to the table that includes the American College of Emergency Physicians Low to High Range Visits per bed based on total annual emergency department visits.

There are no emergency departments in the primary service area. However, on the two following pages are tables with the requested Joint Annual Report data for the hospitals in Davidson, Rutherford, and Williamson Counties that provided emergency care to Antioch zip code residents in 2016.

Need-1-SHP Standard 1-Tables D-G: Emergency Departments Used by Primary Service Area Residents In Calendar Year (CY) 2016							
Table D: Ranked By Visits Per Bed (2016)							
System	County	Facility	Beds	Patients Treated (Visits)	Visits per Bed	ACEP Low Range Visits / Bed	ACEP High Range Visits / Bed
TriStar	***Davidson***	***TriStar So. Hills Medical Center***	***23***	***50,087***	***2,178***	***1,613***	***1,250***
TriStar	Davidson	TriStar Centennial Medical Center	27	57,189	2,118	1,622	1,277
TriStar	Rutherford	TriStar StoneCrest Medical Center	24	48,397	2,017	1,613	1,250
Ascension	Rutherford	Saint Thomas Rutherford	49	86,158	1,758	1,607	1,250
TriStar	Davidson	TriStar Summit Medical Center	32	54,823	1,713	1,667	1,250
Ascension	Davidson	Saint Thomas Midtown	32	52,741	1,648	1,667	1,250
TriStar	Davidson	TriStar Skyline Medical Center	44	67,849	1,542	1,628	1,250
Independent	Davidson	General Hospital	23	34,889	1,517	1,522	1,250
Ascension	Davidson	Saint Thomas West	27	37,567	1,391	1,600	1,212
TriStar	Williamson	TriStar Centennial ED at Spring Hill	12	15,458	1,288	1,364	1,154
Independent	Williamson	Williamson Medical Center	36	44,907	1,247	1,607	1,216
Independent	Davidson	Vanderbilt U. Medical Center	113	123,040	1,089	1,582	1,202
		All Providers	***442***	***673,105***	***1,523***		

2017 Visits	ED GSF	ACEP ED Range	ACEP Guidelines (Average of Low to High)		
			Bed Quantity	Visits/Bed	SF/Bed
49,545	11,603 SF	Mid Range	35.5 Spaces	1431.5 Visits/Bed	825
			So Hills: 23 spaces	*So. Hills: 2,154 Visits/Bed*	*So Hills: 505 SF/Bed*

Other Applicable Data Related to Need and Capacity

Your response to this item is noted. Please complete the following table for all the hospitals in the three county area.

Additional Data to Demonstrate Need in the Proposed Service Area

[Table from Questions omitted, see explanation below]

The applicant has clarified with HSDA staff that its need analysis and justification is not dependent on behavioral health or age considerations. Accordingly, the suggested chart is not applicable.

Expansion of Existing Emergency Department Facility –

Since the majority of the applicant's responses are in the mid-range, please adjust the "Bed Quantities from ACEP" chart to reflect the mid-range values only.

Upon consultation with the HSDA reviewer, the applicant was requested to show the mid-point between the "Low" and "High" values. This is reflected in the revised table on Replacement Page 32, which is attached following this response.

plus 11 at the satellite). That is the number of treatment beds needed for a midrange applicant.

It should also be noted that the proposed FSED facility of 10,860 SF of space will be in the mid-range of 8,250-12,031 GSF that ACEP recommends for its smallest category of annual visits (10,000 annual visits).

Need-1-SHP Standard 2: Applicant's ED Category Under ACEP Guidelines (High Range Needs the Most Beds and Spaces)		
ACEP Standard	**Applicant's Range**	**Remarks**
1. % of Admitted Patients	Mid	Low is <8%; applicant is 10-12%
2. Length of Stay in ED	Mid	Mid is 2.5-3.75 hrs; applicant is 3.2
3. Patient Care Spaces	Mid	SH has 23 private spaces
4. Inner and Results Waiting Areas	Mid	High range has none; applicant has 1
5. Location of CDU/Observ. Space	High	All CDU/Obs, patients remain in ED
6. Boarding Admitted Patients	High	248 minute avg stay in 2017; high is defined as >150 minutes
7. Diagnostic Test Turnaround Time	Mid	Applicant's average is 60-65"; low range is <45 "; high is >90"
8. % of Behavioral Health Patients	Mid to High	Mid is 4%-6%; applicant's is 6.2% with 25,000 holding hours
9. % of Non-urgent Patients	High	High is <25%; applicant's is 8.1% for two levels least acute
10. Patient Age	Mid	Mid is 10%-20% elderly; applicant averages 11%
11. Imaging Facilities Within ED	Mid	General radiology is within ED
12. Family Amenities Within ED	Low	No family consult or nourishment
13. Specialty Component: Geriatric	Low	No designated geriatric area
14. Specialty Component: Pediatrics	Low	No designated pediatric area.
15. Specialty Component: Detention	Low	No dedicated prisoner spaces
16. Administrative / Teaching Spaces	Low	None

2017 Visits	ED GSF	ACEP ED Range	ACEP Guidelines (Average of Low to High)		
			Bed Quantity	**Visits/Bed**	**SF/Bed**
49,545	11,603 SF	Mid Range	35.5 Spaces	1431.5 Visits/Bed	825
			So Hills: 23 spaces	*So. Hills: 2,154 Visits/Bed*	*So Hills: 505 SF/Bed*

Supplemental #1
March 27, 2018
12:06 pm

Relationship to Existing Similar Services in the Area –

In the narrative the applicant states that 39,026 ED visits were generated from the service area. In the table the total is 39,479.
Please address this discrepancy.

The differences in the numbers resulted from data runs which used slightly different filters. For simplicity and consistency, the correct number of ED visits originating from the service area is 39,460. A Replacement page 37 with the revisions in the narrative and to the table is attached following this response.

3. Relationship to Existing Similar Services in the Area: The proposal shall discuss what similar services are available in the service area and the trends in occupancy and utilization of those services.

Response:

There are no similar services available in the primary service area, which is the reason for this project. All EDs utilized by primary service area patients are located outside the primary service area.

This area generated 39,460 emergency care visits (patients treated) at ED facilities in the last reporting year (2016). Of these, 13,929 (35.3%) were served by the applicant's ED 7.3 miles to the northwest of the zip code. Another 14.1% of Antioch emergency patient visits were served by the applicant's sister hospital to the south of the zip code. Together, these two TriStar hospitals, one northwest of Antioch and one south of Antioch, served almost half (49.4%) of the Antioch zip code's emergency needs.

Utilization trends of the EDs used by primary service area patients are provided in the section of the application that requests historic utilization data. Tables in that section show that the 12 EDs serving the primary service area from outside the primary service area are steadily increasing in utilization as the Nashville area grows. They increased from 622,224 patients treated in CY2014 to 673,105 in CY2016, which was an 8.2% increase in the three-year period. During that period, the utilization of TriStar Southern Hills' ED increased 13.5%. It was one of only two area EDs experiencing double-digit growth.

For convenience, a duplicate of the utilization table follows.

Need-1-SHP Standard 3-Table J
Primary Service Area Utilization of Emergency Providers in 2016

ED Provider	Provider's Total ED Visits in 2016	2016 Visits to this ED From 37013 (PSA)	% of This ED's Total Visits Coming From 37013	% of 37013 Visits Served By This ED (Top 3 Ranked)
TriStar Southern Hills	50,300	13,929	27.7%	#1: 35.3%
Vanderbilt University	123,040	7,735	6.3%	#2: 19.6%
TriStar StoneCrest	51,482	5,559	10.8%	#3: 14.1%
TriStar Summit	56,981	2,813	4.9%	7.1%
TriStar Centennial	71,922	2,309	3.2%	5.8%
Saint Thomas Midtown	50,286	2,121	4.2%	5.4%
Nashville General	33,058	1,480	4.5%	3.7%
Saint Thomas West	36,524	1,028	2.8%	2.6%
TriStar Skyline	67,872	756	1.1%	1.9%
Williamson Medical Center	45,103	575	1.3%	1.8%
Saint Thomas Rutherford	85,947	453	0.5%	1.5%
TriStar Hendersonville	35,689	79	0.22%	0.2%
All Other		623		1.6%
TOTALS		39,460		

Source: THA Database, 2016

Services to High Need Populations –

Your response to this item is noted. Please provide the payor mix for all residents in the 37013 ZIP Code that sought ED care, i.e., payor mix for the 39,479 ED visits from ZIP Code 37013.

As pointed out in the previous response, the relevant number of E.D. visits from zip code 37013 is 39,460. The payor mix is reflected below.

ZIP Code	Financial Class	Visits	% of Total
37013	Commercial/HMO/PPO	10,940	27.72%
	Managed Medicaid	15,330	38.85%
	Managed Medicare	2,302	5.83%
	Medicaid	165	0.42%
	Medicare	2,685	6.80%
	Others	1,709	4.33%
	Self Pay & Charity	6,329	16.04%
	Grand Total	39,460	100.00%

Establishment of Service Area

Establishment of Non-Rural Service Area –

Your response to this item is noted. Please complete the following tables

Patient Origin, Ranked Highest to Lowest, Host Hospital

Zip Code	Host Hospital ED Visits	% of Total	Cumulative Total %
37211	18,474	36.73%	36.73%
37013	13,929	27.69%	64.42%
37217	4,597	9.14%	73.56%
37210	1,647	3.27%	76.83%
All Other	11,653	23.17%	100.00%
Total	50,300	100.00%	100.00%

The "All Other Total" consists of hundreds of zips codes, each sending only a very few patients.

ED Patient Destination by Hospital ED –

(Include all EDs with 50 or More Patients from a ZIP Code)

Need-1-SHP Standard 3-Table J Primary Service Area Utilization of Emergency Providers in 2016				
ED Provider	Provider's Total ED Visits in 2016	2016 Visits to this ED From 37013 (PSA)	% of This ED's Total Visits Coming From 37013	% of 37013 Visits Served By This ED (Top 3 Ranked)
TriStar Southern Hills	50,300	13,929	27.7%	#1: 35.3%
Vanderbilt University	123,040	7,735	6.3%	#2: 19.6%
TriStar StoneCrest	51,482	5,559	10.8%	#3: 14.1%
TriStar Summit	56,981	2,813	4.9%	7.1%
TriStar Centennial	71,922	2,309	3.2%	5.8%
Saint Thomas Midtown	50,286	2,121	4.2%	5.4%
Nashville General	33,058	1,480	4.5%	3.7%
Saint Thomas West	36,524	1,028	2.8%	2.6%
TriStar Skyline	67,872	756	1.11%	1.9%
Williamson Medical Center	45,103	575	1.27%	1.8%
Saint Thomas Rutherford	85,947	453	0.53%	1.5%
TriStar Hendersonville	35,689	79	0.22%	0.2%
All Other*		623		1.1%
TOTALS		39,460		

*Sub-total of ZIP Codes ED patients to hospitals with less than 50 patients

4. **Section B, Need, Item F.6 –**

   It appears there has been little growth in ED volumes between 2015 and 2017 at the Main ED. Please explain how total volume will increase in one year between 2019 and 2010 by 17.1%

   The reason for the volume increase from 2019 – 2020 is because of the opening of the FSED in 2020 which will provide 13,506 visits in Year 1. This will increase access to quality emergency services to Antioch residents.

5. **Section B Economic Feasibility Item A. (Project Costs Chart) –**

   The Cost/Square Foot Chart is not included in the application. Please include a completed chart.

   A completed Square Footage and Cost Per Square Foot Chart is attached following this response.

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12. Square Footage and Cost Per Square Footage Chart--TriStar Southern Hills FSED at Antioch

Unit/Department	Existing Location	Existing SF	Temporary Location	Proposed Final Location	Proposed Final Square Footage		
					Renovated	New	Total
Examination Rooms						1,806	1,806
Nurse Station						478	478
Laboratory						410	410
Imaging						724	724
Support Space						2,814	2,814
Mechanical						739	739
Circulation						2,809	2,809
Buildilng Gross						1,080	1,080
Canopies						1,934	1,934
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
Unit/Dept GSF Subtotal		0			0	12,794	12,794
Other GSF Subtotal					0	0	0
Total GSF		0			0	12,794	12,794
Total Cost*					$0.00	$5,850,000.00	$5,850,000.00
**Cost Per Square Foot							$457.25
Cost per Square Foot is Within Which Range? (For quartile ranges, please refer to the Applicant's Toolbox on www.tn.gov/hsda) ***Response: The HSDA Toolbox has no current or recent data on FSED costs PSF by quartile.***					___ Below 1st Quartile ___ Between 1st and 2nd Quartile ___ Between 2nd and 3rd Quartile ___ Above 3rd Quartile	___ Below 1st Quartile ___ Between 1st and 2nd Quartile ___ Between 2nd and 3rd Quartile ___ Above 3rd Quartile	___ Below 1st Quartile ___ Between 1st and 2nd Quartile ___ Between 2nd and 3rd Quartile ___ Above 3rd Quartile

** The Total Construction Cost should equal the Construction Cost reported on line A5 of the Project Cost Chart.*
*** Cost per Square Foot is the construction cost divided by the square feet. Please do not include contingency costs.*

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6. **Section B Economic Feasibility Item C. (Historical Data Chart-Total Facility) –**

   Depreciation was not added back in to calculate Free Cash Flow for all three years. Please revise page 77 to include this information.

   A Replacement Page 77 with the requested revision is attached following this response.

	Year 2015	Year 2016	Year 2017
NET INCOME (LOSS)	$ 10,054,268	$ 12,965,396	$ 17,718,905
G. Other Deductions			
1. Annual Principal Debt Repayment	$	$	$
2. Annual Capital Expenditure			
Total Other Deductions	$ 0	$ 0	$ 0
NET BALANCE	$ 10,054,268	$ 12,965,396	$ 17,718,905
DEPRECIATION	$ 4,146,601	$ 4,586,756	$ 4,517,249
FREE CASH FLOW (Net Balance + Depreciation)	$ 14,200,869	$ 17,552,152	$ 22,236,154

X TOTAL FACILITY
PROJECT ONLY

HISTORICAL DATA CHART -- OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2015	Year 2016	Year 2017
1. Professional Services Contract	$ 2,122,640	$ 2,463,078	$ 2,463,605
2. Contract Labor	1,889,285	2,393,911	3,056,189
3. Benefits	7,995,769	7,916,771	7,956,816
4. Contract Services	12,880,746	12,806,971	14,171,935
5. Repairs and Maintenance	2,899,200	3,191,522	2,956,552
6. Ultilities	1,580,053	1,632,901	1,609,713
7. Insurance	592,503	647,985	1,055,429
8. Taxes-Non income	791,962	693,127	562,310
9. Other Operating Expense	2,676,329	2,438,216	2,025,663
10.			
Total Other Expenses	$ 33,428,487	$ 34,184,482	$ 35,858,212

7. **Section B Economic Feasibility Item C. (Historical Data Chart-Project Only) –**

   The ED visit volumes reported here do not match to what was reported earlier in the application.

   Please address this discrepancy.

   Please explain why there are no provisions for bad debt or charity care.

   Bad debt and charity care were included in total deductions and are now broken out. ED visits were updated to accurately reflect experienced volumes.

   A revised Historical Data Chart for the Project Only is attached following this response.

HISTORICAL DATA CHART -- TSHMC EMERGENCY DEPARTMENT

Give information for the last three (3) years for which complete data are available for the facility or agency.
The fiscal year begins in January.

		Year 2015	Year 2016	Year 2017
A. Utilization Data (Specify unit or measure)	ED Visits	48,559	50,087	49,322
B. Revenue from Services to Patients				
1. Inpatient Services		$	$	$
2. Outpatient Services				
3. Emergency Services		197,633,792	222,931,151	233,109,828
4. Other Operating Revenue				
(Specify) See notes page				
Gross Operating Revenue		$ 197,633,792	$ 222,931,151	$ 233,109,828
C. Deductions from Gross Operating Revenue				
1. Contractual Adjustments		$ 169,641,311	$ 191,175,125	$ 198,205,636
2. Provision for Charity Care		1,304,088	2,218,165	1,942,415
3. Provisions for Bad Debt		3,070,708	3,970,452	6,843,258
Total Deductions		$ 174,016,107	$ 197,363,742	$ 206,991,308
NET OPERATING REVENUE		$ 23,617,685	$ 25,567,409	$ 26,118,520
D. Operating Expenses				
1. Salaries and Wages				
a. Clinical		$ 7,534,488	$ 8,096,210	7,219,975
b. Non-Clinical				
2. Physicians Salaries and Wages		0	0	0
3. Supplies		2,412,919	2,503,970	2,458,805
4. Rent				
a. Paid to Affiliates		362,184	436,714	230,695
b. Paid to Non-Affiliates				
5. Management Fees				
a. Paid to Affiliates		0	0	0
b. Paid to Non-Affiliates				
6. Other Operating Expenses See notes page.		7,789,625	8,999,966	8,671,930
Total Operating Expenses		$ 18,099,216	$ 20,036,860	$ 18,581,404
E. **Earnings Before Interest, Taxes, and Depreciation**		$ 5,518,469	$ 5,530,549	$ 7,537,116
F. Non-Operating Expenses				
1. Taxes		$		
2. Depreciation		115,818	89,168	84,798
3. Interest				
4. Other Non-Operating Expenses				
Total Non-Operating Expenses		$ 115,818	$ 89,168	$ 84,798
NET INCOME (LOSS)		$ 5,402,651	$ 5,441,381	$ 7,452,318

Chart Continues Onto Next Page

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	Year 2015	Year 2016	Year 2017
NET INCOME (LOSS)	$ 5,402,651	$ 5,441,381	$ 7,452,318
G. Other Deductions			
1. Annual Principal Debt Repayment	$	$	$
2. Annual Capital Expenditure			
Total Other Deductions	$ 0	$ 0	$ 0
NET BALANCE	$ 5,402,651	$ 5,441,381	$ 7,452,318
DEPRECIATION	$ 115,818	$ 89,168	$ 84,798
FREE CASH FLOW (Net Balance + Depreciation)	$ 5,518,469	$ 5,530,549	$ 7,537,116

O TOTAL FACILITY

X PROJECT ONLY

HISTORICAL DATA CHART -- OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2015	Year 2016	Year 2017
1. Professional Services Contract	$ 177,632	$ 244,080	$ 63,383
2. Contract Labor	240,373	701,457	888,218
3. Benefits	1,871,922	1,987,011	1,779,256
4. Contract Services	3,403,417	3,881,380	3,848,452
5. Repairs and Maintenance	524,667	517,373	467,548
6. Ultilities	1,802	2,819	1,549
7. Insurance	225,490	258,491	519,488
8. Taxes-Non income	0	0	0
9. Other Operating Expense	1,344,322	1,407,355	1,104,036
10.			
11.			
12.			
13.			
14			
15.			
Total Other Expenses	$ 7,789,625	$ 8,999,966	$ 8,671,930

8. **Section B Economic Feasibility Item D. (Projected Data Chart-Total Facility) –**

   It appears that this chart was cut off on the bottom so that Earnings Before Interest, Taxes and Depreciation are not clear and Non-Operating Expenses are not included.

   Please submit a revised Projected Data Chart with this information

   A revised Projected Data Chart for TriStar Southern Hills Medical Center is attached following this response.

Supplemental #1

X TOTAL FACILITY March 27, 2018

O PROJECT ONLY 12:06 pm

PROJECTED DATA CHART --TriStar Southern Hills Medcial Center

Give information for the last three (3) years for which complete data are available for the facility or agency. The fiscal year begins in January.

			Year 2020 (Year One)	Year 2021 (Year Two)
A.	Utilization Data	Discharges	5,251	5,382
	(Specify unit or measure)	Dischge Days	24,628	25,243
		Bed Days Includg Obs	27,963	28,662
B.	Revenue from Services to Patients			
	1. Inpatient Services		$ 320,956,865	$ 328,980,787
	2. Outpatient Services		227,908,473	233,606,185
	3. Emergency Services		244,765,320	250,884,453
	4. Other Operating Revenue		351,804	360,599
	(Specify) See notes page			
	Gross Operating Revenue		$ 793,982,462	$ 813,832,023
C.	Deductions from Gross Operating Revenue			
	1. Contractual Adjustments		$ 638,688,276	$ 654,655,483
	2. Provision for Charity Care		6,613,020	6,778,345
	3. Provisions for Bad Debt		23,298,113	23,880,566
	Total Deductions		$ 668,599,409	$ 685,314,394
NET OPERATING REVENUE			$ 125,383,053	$ 128,517,629
D.	Operating Expenses			
	1. Salaries and Wages			
	a. Clinical		$ 28,747,306	$ 29,465,989
	b. Non-Clinical		4,884,580	5,006,695
	2. Physicians Salaries and Wages			0
	3. Supplies		19,802,092	20,297,144
	4. Rent			
	a. Paid to Affiliates		0	0
	b. Paid to Non-Affiliates		1,358,733	1,392,701
	5. Management Fees			
	a. Paid to Affiliates		8,325,538	8,533,677
	b. Paid to Non-Affiliates		0	0
	6. Other Operating Expenses See notes page		37,651,123	38,592,401
	Total Operating Expenses		$ 100,769,372	$ 103,288,606
E.	**Earnings Before Interest, Taxes, and Depreciation**		$ 24,613,681	$ 25,229,023
F.	Non-Operating Expenses			
	1. Taxes		$ 0	$
	2. Depreciation		4,743,111	4,861,689
	3. Interest		1,265,719	1,297,362
	4. Other Non-Operating Expenses		0	0
	Total Non-Operating Expenses		$ 6,008,831	$ 6,159,052
NET INCOME (LOSS)			$ 18,604,850	$ 19,069,972

Chart Continues Onto Next Page

	Year 2020	Year 2021
NET INCOME (LOSS)	$ 18,604,850	$ 19,069,972
G. Other Deductions		
1. Annual Principal Debt Repayment	$	$
2. Annual Capital Expenditure		
Total Other Deductions	$ 0	$ 0
NET BALANCE	$ 18,604,850	$ 19,069,972
DEPRECIATION	$ 4,743,111	$ 4,861,689
FREE CASH FLOW (Net Balance + Depreciation)	$ 23,347,962	$ 23,931,661

X TOTAL FACILI

0 PROJECT ONI

PROJECTED DATA CHART -- OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2020	Year 2021
1. Professional Services Contract	$ 2,586,785	$ 2,651,455
2. Contract Labor	3,208,998	3,289,223
3. Benefits	8,354,657	8,563,523
4. Contract Services	14,880,532	15,252,545
5. Repairs and Maintenance	3,104,380	3,181,989
6. Ultilities	1,690,199	1,732,454
7. Insurance	1,108,200	1,135,905
8. Taxes-Non income	590,426	605,186
9. Other Operating Expense	2,126,946	2,180,120
10.		
11.		
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13.		
14		
15.		
Total Other Expenses	$ 37,651,123	$ 38,592,401

9. **Section B Economic Feasibility Item D. (Projected Data Chart-Project Only) –**

   Please explain why there are no provisions for Charity Care

   It appears that this chart was cut off on the bottom so that Non-Operating Expenses is not included.

   Please submit a revised Projected Data Chart with this information

   A revised Projected Data Chart for the Project Only is attached following this response.

   Please also provide a Projected Data Chart for total ED services (Main ED and Satellite ED combined).

   A Projected Data Chart for the combined ED services is attached following this response.

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PROJECTED DATA CHART -- TSHMC SATELLITE ED AT ANTIOCH

Give information for the last three (3) years for which complete data are available for the facility or agency.
The fiscal year begins in January.

		Year 2020 (Year One)	Year 2021 (Year Two)
A. Utilization Data (Specify unit or measure)	ED Visits	13,506	15,532
B. Revenue from Services to Patients			
1. Inpatient Services		$	$
2. Outpatient Services			
3. Emergency Services		66,504,000	82,597,000
4. Other Operating Revenue			
(Specify) See notes page			
Gross Operating Revenue		$ 66,504,000	$ 82,597,000
C. Deductions from Gross Operating Revenue			
1. Contractual Adjustments		$ 45,550,000	$ 57,122,000
2. Provision for Charity Care		2,849,440	3,564,000
3. Provisions for Bad Debt		10,102,560	12,536,000
Total Deductions		$ 58,502,000	$ 73,222,000
NET OPERATING REVENUE		$ 8,002,000	$ 9,375,000
D. Operating Expenses			
1. Salaries and Wages			
a. Clinical		$ 1,763,000	$ 1,933,000
b. Non-Clinical			
2. Physicians Salaries and Wages			
3. Supplies		474,000	556,000
4. Rent			
a. Paid to Affiliates			
b. Paid to Non-Affiliates			
5. Management Fees			
a. Paid to Affiliates			
b. Paid to Non-Affiliates			
6. Other Operating Expenses See notes page		1,863,000	2,132,000
Total Operating Expenses		$ 4,100,000	$ 4,621,000
E. **Earnings Before Interest, Taxes, and Depreciation**		$ 3,902,000	$ 4,754,000
F. Non-Operating Expenses			
1. Taxes		$ 1,335,000	$ 1,669,000
2. Depreciation		499,000	499,000
3. Interest			
4. Other Non-Operating Expenses			
Total Non-Operating Expenses		$ 1,834,000	$ 2,168,000
NET INCOME (LOSS)		$ 2,068,000	$ 2,586,000

Chart Continues Onto Next Page

	Year 2020	Year 2021
NET INCOME (LOSS)	$ 2,068,000	$ 2,586,000
G. Other Deductions		
1. Annual Principal Debt Repayment	$	$
2. Annual Capital Expenditure		
Total Other Deductions	$ 0	$ 0
NET BALANCE	$ 2,068,000	$ 2,586,000
DEPRECIATION	$ 499,000	$ 499,000
FREE CASH FLOW (Net Balance + Depreciation)	$ 2,567,000	$ 3,085,000

0 **TOTAL FACILITY**

X **PROJECT ONLY**

PROJECTED DATA CHART -- OTHER EXPENSES

OTHER EXPENSES CATEGORIES	**Year 2020**	**Year 2021**
1. Professional Services Contract	$	$
2. Contract Labor		
3. Benefits	445,000	492,000
4. Contract Services		
5. Repairs and Maintenance		
6. Ultilities		
7. Insurance		
8. Taxes-Non income		
9. Other Operating Expense	1,418,000	1,640,000
10.		
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12.		
13.		
14		
15.		
Total Other Expenses	$ 1,863,000	$ 2,132,000

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X PROJECT 12:06pm

PROJECTED DATA CHART -- Combined Main ED and FSED

mation for the last three (3) years for which complete data are available for the facility or agency.

year begins in January.

		Year 2020 (Year One)	Year 2021 (Year Two)
ation Data	ED Visits	58,921	61,401
cify unit or measure)			
enue from Services to Patients			
Inpatient Services		$	
Outpatient Services			
Emergency Services		298,319,772	335,460,817
Other Operating Revenue			
(Specify) See notes page			
Gross Operating Revenue		$ 298,319,772	$ 335,460,817
uctions from Gross Operating Revenue			
Contractual Adjustments		$ 243,443,763	274,710,706
Provision for Charity Care		4,790,730	5,698,493
Provisions for Bad Debt		16,941,855	20,055,961
Total Deductions		$ 265,176,349	$ 300,465,159
RATING REVENUE		$ 33,143,423	$ 34,995,657
rating Expenses			
Salaries and Wages			
a. Clinical		$ 8,411,051	8,647,510
b. Non-Clinical		0	0
Physicians Salaries and Wages		0	0
Supplies		2,738,033	2,842,665
Rent		0	0
a. Paid to Affiliates		212,420	214,544
b. Paid to Non-Affiliates		0	0
Management Fees		0	0
a. Paid to Affiliates		0	0
b. Paid to Non-Affiliates		0	0
Other Operating Expenses See notes page		10,186,186	10,612,497
Total Operating Expenses		$ 21,547,690	$ 22,317,216
ings Before Interest, Taxes, and Depreciation		$ 11,595,733	$ 12,678,441
-Operating Expenses			
Taxes		$ 1,335,000	1,669,000
Depreciation		583,798	583,798
Interest		0	0
Other Non-Operating Expenses			
Total Non-Operating Expenses		$ 1,918,798	$ 2,252,798
OME (LOSS)		$ 9,676,935	$ 10,425,643

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	Year 2020	Year 2021
NET INCOME (LOSS)	$ 9,676,935	$ 10,425,643
G. Other Deductions		
1. Annual Principal Debt Repayment	$	$
2. Annual Capital Expenditure		
Total Other Deductions	$ 0	$ 0
NET BALANCE	$ 9,676,935	$ 10,425,643
DEPRECIATION	$ 583,798	$ 583,798
FREE CASH FLOW (Net Balance + Depreciation)	$ 10,260,733	$ 11,009,441

0 **TOTAL FACILITY**

X **PROJECT + Main ER**

PROJECTED DATA CHART -- OTHER EXPENSES

OTHER EXPENSES CATEGORIES	Year 2020	Year 2021
1. Professional Services Contract	$ 63,383	$ 63,383
2. Contract Labor	817,859	826,035
3. Benefits	2,083,313	2,146,691
4. Contract Services	3,543,601	3,579,025
5. Repairs and Maintenance	504,952	545,348
6. Ultilities	1,673	1,807
7. Insurance	561,047	605,931
8. Taxes-Non income	0	0
9. Other Operating Expense	2,610,359	2,844,278
10.		
11.		
12.		
13.		
14		
15.		
Total Other Expenses	$ 10,186,186	$ 10,612,497

10. Section B Economic Feasibility Item E –

None of the data in this chart corresponds with the data in the Historical and Projected Data Charts.

Please make the necessary corrections.

The below charts reflect the requested changes.

Table: From Projected Data Chart for FSED Only

	Previous Year	Current Year	Year One	Year Two	% Change (Year 1 to Year 2)
Gross Charge (Gross Operating Revenue/Utilization Data)	NA	NA	$4,924	$5,318	8.00%
Deduction from Revenue (Total Deductions/Utilization Data)	NA	NA	$4,332	$4,714	8.84%
Average Net Charge (Net Operating Revenue/Utilization Data)	NA	NA	$592	$604	1.88%

Table: From Projected Data Chart for TSHMC Including FSED

	Previous Year	Current Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge (Gross Operating Revenue/Utilization Data)	$4,451	$4,726	$5,063	$5,463	7.91%
Deduction from Revenue (Total Deductions/Utilization Data)	$3,940	$4,197	$4,501	$4,893	8.73%
Average Net Charge (Net Operating Revenue/Utilization Data)	$510	$530	$563	$570	1.32%

11. Section B Economic Feasibility Item G. (Payor Mix) –

The gross operating revenue reported here does not match with the gross revenue in the Projected Data Chart.

Please make the necessary corrections.

The revised Projected Data Chart for the Project Only (attached following the response to Question 9) now ties to these totals. Prior financials were only the incremental impact of the FSED to Southern Hills, now broken out between the impact of the standalone FSED and main campus ED.

12. Section B Economic Feasibility Item H. (Staffing)

There appears to be a slight calculation error in the Projected FTE column.

Please make the necessary corrections and submit a replacement page.

The formatting of the chart below was revised for clarity. It accurately reflects the total FTEs necessary by highlighting the subtotals for each category. A Replacement Page 90 is attached following this response.

Table B-Economic Feasibility-8: Southern Hills Medical Center Satellite ED at Antioch Projected Staffing				
Position Classification	**Existing FTE's**	**Projected FTE's Yr 1**	**Avg. Annual Salary or Contractual Rate Per FTE**	**Area wide or Statewide Average Salary**
	NA			
A. Direct Patient Care Positions				
Registered Nurse		8.40	$70,595	$58,410
EMT/Paramedic		4.20	$36,587	$35,850
CT/Rad Tech		4.20	$69,202	$50,770
Lab Tech		4.20	$56,555	$37,210
Total Direct Patient Care Positions		**21.00**		
B. Non-Patient Care Positions				
Administrator/Clinical Manager		1.00	$86,029	not available
Total Non-Patient Care Positions		**1.00**		
Total Employees (A + B)		**22.00**		
C. Contractual Staff				
Housekeeper		2.10	$37,523	$20,530
Registration		4.20	$34,320	$27,300
Security Guard		4.20	$41,600	$29,910
Physician (EMCARE Non-employed) 4.2 FTE				not available
Total Contract Staff		**10.50**		
Total Staff (A+B+C)		**32.50**		

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13. Section B. , Orderly Development, Item F. Outstanding Projects –

Please complete this chart for all outstanding CONs where HCA has ownership interests and provide details on the status of those CONs

Please note the following:

Annual Progress Report for CN1508-031 (TriStar Summit Medical Center FSED) was due January 1, 2018.

Final Project Report for CN1302-002 (TriStar Hendersonville Medical Center). was due January 1, 2018.

A chart with the requested updates appears on the following page.

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Outstanding Projects--Listed on HSDA Website **March 27, 2018**

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CON Number	Project Name	Date Approved	Annual Progress Report Due Date	Date Filed	Expiration Date
CN1411-047	Southern Hills Surgery Center -relocate ASTC	3-25-15 Appealed; Decision favorable on 6-2-17	7/1/18	N/A	6/24/19
Status: Land purchased; space planning underway; not yet under construction					
CN1407-032	TriStar Centennial Medical Center - Joint Center & ED	10-22-14 Appealed; Decision favorable on 5-16-16	12/1/18	9/15/17	6/2/19
Status: ER renovation and CT scanner complete; construction underway on additional ORs and beds with completion expected in July 2018 with occupancy expected in August.					
CN1612-041	TriStar Skyline Medical Center - move 31 beds to main campus	4-26-17	6-1-18	N/A	6-1-20
Status: Architectural planning underway; construction to begin late July/August with expected completion in Nov. 2019					
CN1503-007	Parkridge Medical Center - expansion and additional cath lab	6-24-15	8/1/18	7/19/17	8-1-20
Status: Construction completed for Phase 1 of the project. Projecting final completion (phase 2) prior to the expiration date.					
CN1611-039	Parkridge West Hospital - change 8 m/s beds to psych	2-22-17	4-1-18	N/A	4-1-20
Status: Construction underway for the 8 bed expansion. Projected completion by November 2018.					
CN1302-002	Hendersonville Medical Center -add NICU & a bed floor	6-26-13	1-1-18	Final Progress will be filed within required 90 day timeframe	1-1-18
Status: The project is complete and a final progress report is being filed.					
CN1508-031	TriStar Summit Medical Center Satellite ED Mt. Juliet	11-18-15	1-1-18	Progress report will be submitted by 3-31-18	1-1-19
Status: Site identified and site development drawings approved; construction scheduled to begin in May 2018.					
CN1610-036	TriStar Maury Regional Behavioral Healthcare - JV to establish new behavioral health hosp	2-22-17	4-1-19	1-22-18	4-1-20
Status: Site has been purchased as of December 2017. Preliminary architectural plans have been completed. Updating of project cost projections has begun. Construction scheduled to begin in July 2018.					
CN1508-031	StoneCrest Surgery Center	10-25-17	12-1-18	N/A	6-1-20
Status: Project recently approved. Site has been selected. Preliminary drawings are being reviewed. Construction has not yet begun.					

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14. Section B, Orderly Development Item G. Equipment Registry –

Please provide an update for all equipment reported to the HSDA Equipment Registry regarding submission of 2018 Equipment Registration and utilization reporting for 2017 for all providers affiliated with HCA.

All providers affiliated with HCA have completed their 2017 submissions to the Equipment Registry except HCAPS in Chattanooga, as shown on the attached report from Alecia Craighead. HCAPS submitted, but its submission did not include required patient origin data. HCAPS is expected to complete its data and have it to the Registry the last week of March. A chart updating the registrations appears below.

Health Care Providers Owned by HCA - Dates Registrations Received for 2018 Update

County	Provider Type	Provider	Date Received
Cheatham	HOSP	TriStar Ashland City Medical Center	3/5/2018
Davidson	HOSP	TriStar Centennial Medical Center	2/14/2018
Davidson	H-Imaging	Tristar Imaging Center	2/15/2018
Davidson	HOSP	TriStar Skyline Medical Center	2/28/2015
Davidson	HOSP	TriStar Southern Hills Medical Center	2/15/2018
Davidson	HOSP	TriStar Summit Medical Center	1/5/2018
Davidson	HODC	TriStar Summit Medical Center - ODC	1/5/2018
Dickson	HODC	Natchez Imaging Center	2/5/2018
Dickson	HOSP	TriStar Horizon Medical Center	2/5/2018
Dickson	HOSP	TriStar Horizon Medical Center Satellite Emergency Department	2/5/2018
Hamilton	PO	HCAPS - Diagnostic Center	3/21/2018
Hamilton	HOSP	Parkridge East Hospital	2/15/2018
Hamilton	HOSP	Parkridge Medical Center	2/15/2018
Marion	HOSP	Parkridge West Hospital	2/15/2018
Maury	HOSP	TriStar Centennial Med. Ctr. Emergency Dept. Spring Hill	2/7/2018
Rutherford	HOSP	TriStar Stonecrest Medical Center	2/28/2018
Sumner	HODC	Outpatient Imaging Center at Hendersonville Medical Center	2/28/2018
Sumner	H-Imaging	Portland Diagnostic Center	2/28/2018
Sumner	HOSP	TriStar Hendersonville Medical Center	2/28/2018
Wilson	H-Imaging	TriStar Summit Imaging at Lebanon	1/5/2018
Wilson	H-Imaging	TriStar Summit Imaging at Mt. Juliet	1/5/2018

Medical Equipment Registry - 3/20/2018

15. Section B. Quality Measures –

Please discuss the applicant's commitment to the proposal in meeting appropriate quality standards by addressing each of the following factors:

(a) Whether an existing health care institution applying for a CON has been decertified within the prior three years. This provision shall not apply if a new, unrelated owner applies for a CON related to a previously decertified facility;

TriStar Southern Hills has not been decertified within the prior 3 years.

(b) Whether the applicant will participate, within 2 years of implementation of the project, in self-assessment and external peer assessment processes used by health care organizations to accurately assess their level of performance in relation to established standards and to implement ways to continuously improve.

a. **This may include accreditation by any organization approved by Center for Medicare and Medicaid Services (CMS) and other nationally recognized programs. The Joint Commission or its successor would be acceptable if applicable. Other acceptable organizations may include, but are not limited to, the following:**

Those having the same accrediting standards as the licensed hospital of which it will be a department, for a Freestanding Emergency Department;

For Freestanding Emergency Department projects, whether the applicant has demonstrated that it will be accredited with the Joint Commission or other applicable accrediting agency, subject to the same accrediting standards as the licensed hospital with which it is associated;

For Freestanding Emergency Department projects, whether the applicant has demonstrated that it will satisfy and maintain compliance with standards in the State Health Plan.

TriStar Southern Hills will participate in self-assessment and external peer assessment process to accurately assess performance levels. As an extension of the existing emergency department, the FSED will participate in all quality

improvement initiatives and accreditations in which the hospital participates. This includes Joint Commission certification.

Supplemental #1
March 27, 2018
12:06 pm

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

NAME OF FACILITY: TRISTAR SOUTHERN HILLS FSED

I, JOHN WELLBORN, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

John Wellborn
Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 26th day of March, 2018, witness my hand at office in the County of Davidson, State of Tennessee.

NOTARY PUBLIC

My commission expires July 2, 2018.

HF-0043

Revised 7/02

JAN M. DANFORTH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 2, 2018

Supplemental #2 (Original)

TriStar Southern Hills Medical Center

CN1803-017

Supplemental #2
March 28, 2018
2:51 P.M.

DSG Development Support Group

March 28, 2018

Mark Farber, Deputy Director
Tennessee Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, TN 37243

RE: CON Application CN1803-017
TriStar Southern Hills Emergency Department at Antioch

Dear Mr. Farber:

This letter responds to your second supplemental request for additional information on this application. The items attached after this page are numbered to correspond to your questions. They are provided in triplicate, with affidavit.

Thank you for your assistance. We hope this provides the information needed to accept the application into the next review cycle. If more is needed please email or telephone Jerry Taylor or myself, so that we can respond in time to be deemed complete.

Respectfully,

John Wellborn

John Wellborn
Consultant

4219 Hillsboro Road, Suite 203
Nashville, TN 37215
jwdsg@comcast.net
Tel 615.665.2022
Fax 615.665.2042

1. **Section B Economic Feasibility Item A. (Project Costs Chart)**

   Even though there is not a Cost/Square Foot Data Range Chart for freestanding EDs, the chart for hospitals is likely applicable. According to the cost per square foot range chart for previously approved hospital projects for Year 2014-2016, the 3rd quartile point is $395.94/sq. ft. Please explain why the cost per square foot for this project is $61.31 above the 3rd quartile.

   As verified by the letter from the project architect submitted with the application, the estimated cost per square foot is a reasonable cost estimate.

   Reasons why the estimated cost per square foot exceed the 3rd Quartile of median costs approved for hospital projects for 2014-2016 include: (1) Since the building is relatively small compared to a full hospital or larger facility, the cost per square foot is going to be higher due to a number of factors, including number of beds/spaces and the services provided including imaging. A general hospital construction project includes lower cost areas such as hallways, cafeteria space, and waiting rooms which would reduce average cost per square foot. (2) The median costs in the Quartile listings are for projects approved from 2014-2016. Inflation, especially in the construction industry, will make today's construction costs higher than those of several years ago.

   A revised Square Footage and Cost per Square Foot Chart is attached following this response.

Supplemental #2
March 28, 2018
2:51 P.M.

12. Square Footage and Cost Per Square Footage Chart--TriStar Southern Hills FSED at Antioch

Unit/Department	Existing Location	Existing SF	Temporary Location	Proposed Final Location	Proposed Final Square Footage		
					Renovated	New	Total
Examination Rooms						1,806	1,806
Nurse Station						478	478
Laboratory						410	410
Imaging						724	724
Support Space						2,814	2,814
Mechanical						739	739
Circulation						2,809	2,809
Buildilng Gross						1,080	1,080
Canopies						1,934	1,934
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
Unit/Dept GSF Subtotal		0			0	12,794	12,794
Other GSF Subtotal					0	0	0
Total GSF		0			0	12,794	12,794
Total Cost*					$0.00	$5,850,000.00	$5,850,000.00
**Cost Per Square Foot							$457.25
Cost per Square Foot is Within Which Range?					___ Below 1st Quartile	___ Below 1st Quartile	___ Below 1st Quartile
					___ Between 1st and 2nd Quartile	___ Between 1st and 2nd Quartile	___ Between 1st and 2nd Quartile
					___ Between 2nd and 3rd Quartile	___ Between 2nd and 3rd Quartile	___ Between 2nd and 3rd Quartile
Note: The HSDA Toolbox has no current or recent data on FSED costs PSF by quartile. At the reviewer's request, the Quartiles reflected are for hospital projects approved 2014-2016.					___ Above 3rd Quartile	_X_ Above 3rd Quartile	_X_ Above 3rd Quartile

* *The Total Construction Cost should equal the Construction Cost reported on line A5 of the Project Cost Chart.*
** *Cost per Square Foot is the construction cost divided by the square feet. Please do not include contingency costs.*

2. Section B Economic Feasibility Item E

For the table pertaining to TSHMC Including FSED, it appear that the % change (Current Year to Year 2) is understated for the Gross Charge, Deduction From Revenue, and Average Net Charge rows.

Please correct this information and provide a replacement chart.

The percentage of change in the chart reflected the change from Year 1 to Year 2, rather than from Current Year to Year 2. A chart with the requested numbers is reflected below:

Table: From Projected Data Chart for TSHMC Including FSED

	Previous Year	Current Year	Year One	Year Two	% Change (Current Year to Year 2)
Gross Charge (Gross Operating Revenue/Utilization Data)	$4,451	$4,726	$5,063	$5,463	15.59%
Deduction from Revenue (Total Deductions/Utilization Data)	$3,940	$4,197	$4,501	$4,893	16.58%
Average Net Charge (Net Operating Revenue/Utilization Data)	$510	$530	$563	$570	7.55%

3. Section B. Quality Measures

It appears that some of the quality measures were not included in the last supplemental request.

Please address the following quality measures.

Section B, Quality Measures

Please verify and acknowledge the applicant will be evaluated annually whether the proposal will provide health care that meets appropriate quality standards upon the following factors:

So verified and acknowledged.

(3) Quality. Whether the proposal will provide health care that meets appropriate quality standards may be evaluated upon the following factors:

(a) Whether the applicant commits to maintaining staffing comparable to the staffing chart presented in its CON application;

The applicant will always staff the proposed FSED in accordance with highest

quality standards and patient needs, and will meet or exceed all licensure and accreditation standards.

(b) Whether the applicant will obtain and maintain all applicable state licenses in good standing;

TriStar Southern Hills Medical Center will maintain its licensure status in good standing.

(c) Whether the applicant will obtain and maintain TennCare and Medicare certification(s), if participation in such programs was indicated in the application;

TriStar Southern Hills Medical Center will maintain its TennCare and Medicare certifications.

(d) Whether an existing healthcare institution applying for a CON has maintained substantial compliance with applicable federal and state regulation for the three years prior to the CON application. In the event of non-compliance, the nature of non-compliance and corrective action shall be considered;

TriStar Southern Hills Medical Center has and will maintain substantial compliance with applicable state and federal regulations. There are no instances of non-compliance on any survey which have not been satisfactorily corrected.

Supplemental #2
March 28, 2018
2:51 P.M.

AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

NAME OF FACILITY: TS Southern Hills ED @ Antioch

I, JOHN WELLBORN, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 28th day of March, 2018, witness my hand at office in the County of Davidson, State of Tennessee.

NOTARY PUBLIC

My commission expires July 2, 2018.

JAN M. DANFORTH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 2, 2018

HF-0043

Revised 7/02